

TREASURER'S MONTHLY REPORT-BANK BALANCES, INVESTMENTS, REVENUES AND DISBURSEMENTS**October 31, 2020****BANK BALANCES:**

	STATEMENTS
US BANK MASTER ACCOUNT	\$ 6,359,908.54
TOTAL	<u>\$6,359,908.54</u>

INVESTMENTS:

MT Board of Investments - Short Term Investment Pool (STIP)	\$22,403,996.08
TOTAL	<u>\$22,403,996.08</u>
GRAND TOTAL	<u>\$28,763,904.62</u>

OTHER BANK BALANCES:

	STATEMENTS
CLERK OF COURT RESTITUTION	\$ 15,710.70
SHERIFF'S COMMISSARY	\$ 70,110.85
SHERIFF'S CIVIL	\$ 21,991.86
SHERIFF'S EVIDENCE	\$ 73,163.45
JUSTICE COURT OLD TRUST	\$ 1,278.80
JUSTICE COURT NEW TRUST	\$ 76,240.73
TOTAL	<u>\$ 258,496.39</u>

RECEIPTS:

MOTOR VEHICLE	\$ 962,267.30
PROPERTY TAX	\$ 2,580,118.51
REVENUE RECEIPTS	\$ 2,787,671.05
TOTAL	<u>\$6,330,056.86</u>

DISBURSEMENTS: Made in the current month.

MONTANA MOTOR VEHICLE DIVISION	\$ 672,886.62
MONTANA DEPT. OF REVENUE	\$ 352,466.29
CITY OF GREAT FALLS	\$ 810,241.88
GREAT FALLS PUBLIC SCHOOLS	\$ 943,315.84
MISC. REMITTANCES	\$ 60,453.84
TOTAL	<u>\$ 2,839,364.47</u>

**November 6, 2020 – 1:00 p.m.
Cascade County Courthouse Annex
MT ExpoPark Rodeo Barn**

**COMMISSION JOURNAL
#60**

*These minutes are paraphrased and reflect the proceedings of the Board of Commissioners.
MCA 7-4-2611 (2) (b).*

Staff Present: Les Payne – Public Works Director, and Kyler Baker – Deputy Clerk & Recorder

Public Present: Scott Keller – Nelson Architects and Wylie VanHeel – WVH Enterprises

At 1:00 p.m., Les Payne – Public Works Director, began the bid opening. He stated that this was the public meeting for the solicitation for bids for Montana ExpoPark Rodeo Barn

Les Payne stated that the bid was published in the Great Falls Tribune on October 21st, October 25th and November 1st, 2020. *(See Exhibit A)*

Les Payne announced that Cascade County received one (1) bid.

Bid was provided by WVH Enterprises LLC, 3405 18th Ave S, Great Falls, MT 59405

Bid Packet from WVH Enterprises of Great Falls, MT:

Bid Form, Bid Bond – **ALL COMPLETE** *(See Exhibit B)*

Base Bid Amount: \$112,000.00

Les Payne stated that staff will take the bid under advisement and make recommendations to the Cascade County Commissioners. The Commissioners will make their decisions at a Commission Meeting.

Adjournment: 1:02 p.m.

CASCADE COUNTY COMMISSION MEETING

November 10, 2020

Via Zoom

9:30 A.M.

Commission
Journal #60

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on November 24, 2020.

Commission: Chairman James L. Larson, Commissioner Jane Weber and Commissioner Joe Briggs

Staff: Sandor Hopkins – Planner, Charity Yonker – Planning Department Director, Mary Embleton – Budget Officer, Carey Ann Haight – Deputy County Attorney, Jo-Viviane Jones – WIC, Brad Call – Emergency Services Coordinator, Bonnie Fogerty – Commission Officer and Kyler Baker – Deputy Clerk & Clerk

Public: Rick and Judy Higgins, Jeremy Miller, Jason Crawford and Karl Puckett – Great Falls Tribune

Call to Order: Chairman Larson called the meeting to order.

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. 00:38

Purchase orders and accounts payable checks: See agenda for payment information. Commissioner Weber made a MOTION to approve purchase orders and accounts payable warrants. Motion carries 3-0 05:40

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Briggs made a MOTION to (A) Approve minute entries (October 9, 2020; October 21, 2020; October 23, 2020; October 27, 2020; November 4, 2020) (B) Approval of Routine Contracts as Follows:

Consent Agenda

Board Appointment: 06:29

Mental Health Advisory Council: Category: Sheriff's Office Representative
Sheriff Jesse Slaughter (vacating seat) Designated Representative: Deputy Josh Harris

Contract 20-175: Secure Warrant Software License Agreement for the County Attorney's Office. This program will allow law enforcement agencies to draft search warrants. Effective: Date of signing - June 30, 2021. Initiation Fee: \$25/per each full-time law enforcement officer. Annual Fee: \$175/per year for each full-time officer, \$87.50/per year for each part-time officer. 06:45

City-County Health Department

Contract 20-176: Agreement for Appointment of Deputy Public Health Officials for the Limited Purpose of COVID-19 contact identification, notification and quarantine for Cascade County Public Schools. Effective: November 10, 2020 - until terminated by either party. **07:24**

Contract 20-177: Agreement for Appointment of Deputy Public Health Officials for the Limited Purpose of COVID-19 contact identification, notification and quarantine for Great Falls Central Catholic High School. Effective: November 10, 2020 - until terminated by either party. **07:47**

Contract 20-178: WIC Dietician Provider Agreement between Flathead City-County Health Department & Cascade County WIC. Purpose: Flathead CCHD will provide a State licensed, qualified registered dietitian, to provide services. Effective: October 1, 2020 - September 30, 2021. Total Amount Payable: \$15,462.50. **08:05**

Contract 20-179: Memorandum of Understanding between Cascade County & Toole County to reduce the number of preventable Fetal, Infant, Child, and Maternal deaths in counties without FICMMR Teams. Effective: September 9, 2020 - September 8, 2021. Cost: N/A **08:46**

Contract 20-180: Memorandum of Understanding between Cascade County & Teton County to reduce the number of preventable Fetal, Infant, Child, and Maternal deaths in counties without FICMMR Teams. Effective: September 15, 2020 - September 14, 2021. Cost: N/A **09:10**

Contract 20-181: Memorandum of Understanding between Cascade County & Meagher County to reduce the number of preventable Fetal, Infant, Child, and Maternal deaths in counties without FICMMR Teams. Effective: September 16, 2020 - September 15, 2021. Cost: N/A **09:35**

Contract 20-182: Memorandum of Understanding between Cascade County & Chouteau County to reduce the number of preventable Fetal, Infant, Child, and Maternal deaths in counties without FICMMR Teams. Effective: October 7, 2020 - October 6, 2021. Cost: N/A **09:56**

Contract 20-183: Memorandum of Understanding between Cascade County & Pondera County to reduce the number of preventable Fetal, Infant, Child, and Maternal deaths in counties with FICMMR Teams. Effective: September 16, 2020 - September 15, 2021 Cost: N/A **10:16**

Contract 20-184: Memorandum of Understanding between Cascade County & Glacier County to reduce the number of preventable Fetal, Infant, Child, and Maternal deaths in counties with FICMMR Teams. Effective: September 18, 2020 - September 17, 2021 Cost: N/A **10:35**

Motion carries 3-0 11:31

AGENDA ITEM #1 11:46

Public Hearing:

Preliminary Plat Approval for River Bend Estates III Major Subdivision

Location: SW ¼ Section 34, Township 20 North, Range 3 East, P.M.M. Cascade County, MT

Parcel Number: 0002019130 & Geocode: 02-3015-34-3-01-01-0000
Initiated by: Rick and Judy Higgins, Higgins Enterprises LTD

Staff Report:

Sandor Hopkins, Planner, provides Staff Report. **12:49 – 27:19**

Close the Commission Meeting:

Chairman Larson closed the Regular Commission Meeting at 9:56 a.m.

Open the Public Hearing:

Chairman Larson opened the Public Hearing at 9:56 a.m.

Waived Reading of Public Notice:

The reading of the Public Notice was waived without objection. **27:19** (*See Exhibit A*)

Call to Applicant:

Rick Higgins comment. **28:09**

Jeremey Miller, 4414 5th Ave S, Great Falls, MT, commented. **34:22**

Call for Proponents:

Chairman Larson called for Proponents, three times with no response. **36:42**

Call for Opponents:

Chairman Larson called for Opponents, three times with no response. **37:22**

Call for Informational Witnesses:

Chairman Larson called for Informational Witnesses, three times with no response. **37:47**

Close to Public Hearing:

Chairman Larson closed the Public Hearing at 10:08 a.m.

Resume Regular Commission Meeting:

Chairman Larson re-opened the Commission Meeting at 10:08 a.m.

Motion to Approve or Disapprove:

Approval of Preliminary Plat for River Bend Estates III Major Subdivision

Commissioner Briggs made a **MOTION** that after consideration of the Staff Report and Findings of Fact, adopt said Staff Report and Findings of Fact and **approve**, a major subdivision, a Preliminary Plat of River Bend Estates III, and associated zoning map amendment for Lot 26A pursuant to Section 10-14(A) of the Cascade County Subdivision Regulations, subject to the 21 conditions. **38:26**

Motion carries 3-0 40:04

Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)

None

Adjournment: Chairman Larson adjourned this Commission Meeting at **10:11 a.m.**

**CASCADE COUNTY SPECIAL COMMISSION MEETING
NOVEMBER 16, 2020
VIA ZOOM
10:30 AM**

**Commission
Journal #60**

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of the meeting to reflect all the proceeding of the Board. MCA 7-2-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on November 24, 2020.

Cascade County Commission: Chairman James L. Larson and Commissioner Jane Weber and Commissioner Joe Briggs

Present: Mary Embleton – Budget Officer, Cory Reeves – Undersheriff, Brad Call – Emergency Services Coordinator, Carey Ann Haight – Deputy County Attorney, Bonnie Fogerty – Commission Office, Lieutenant Semenza – CCSO, and Kyler Baker – Deputy Clerk & Recorder

Public: Beth Price Morrison

Chairman Larson called the meeting to order at 10:30 a.m.

1. Motion to Approve or Disapprove: 00:44

Acceptance of Bid Proposal: Adani Systems Inc, for the Body Scanner at the Sheriff's Office. Bid Proposal Cost: \$160,000.00

Undersheriff Cory Reeves, elaborates. 01:11

Contract 20-185: Body Scanner Equipment Purchase Contract by and between Adani Systems, Inc. Total Cost: \$160,000.00

Commissioner Briggs made a **MOTION** to approve Contract 20-185: Adani Systems Inc proposal for a body scanner at the CCSO. 07:52

Motion carries 3-0 08:33

2. Motion to Approve or Disapprove: 09:06

Resolution 20-62: Budget Appropriation with the Cascade County Adult Detention Center Capital Reserve Fund #4140 to complete the Facility Intercom System Upgrade in T Cells and Laundry with Corvinus Group, LLC. Total Increase: \$17,200.00

Undersheriff Cory Reeves, elaborates. **09:48**

Lieutenant Semenza comments. **10:56**

Commissioner Weber made a **MOTION** to approve Resolution 20-62: Utilizing capital reserves to increase the budget authority in Fund #4140 in the amount of \$17,200 to complete the Facility Intercom System Upgrade in T Cells and Laundry with Corvinus Group, LLC noting the correction of removing all reference to using Cares Act Funding. **14:12**

Motion carries 3-0 15:18

Public comment on any public matter that is not on the meeting agenda and that is within the Commissioners' jurisdiction.

None

Adjournment: Chairman Larson adjourned this special meeting at 10:47 a.m.

November 24, 2020

Resolution 20-63

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Montana Internet Crimes Against Children Task Force 2020 Grant Funds

INITIATED & PRESENTED BY: Sheriff Jesse Slaughter
Cascade County Sheriff's Office

ACTION REQUESTED: Approval for budgeting remaining funds

BACKGROUND:

The Cascade County Sheriff's Office is seeking approval to budget the remainder of the Montana Internet Crimes against Children Task Force 2020 Grant funds. This is a **reimbursement grant** for the below listed time frame. The Office of Juvenile Justice & Delinquency Prevention (OJJDP) approved our application for the 2018 Internet Crimes Against Children Task Force Continuation Grant on September 27, 2018. The award number is 2018-MC-FX-K006, for accounting purposes the CFDA number is: 16.543.

TERM: The 2020 Grant Funding Cycle expires 9/30/2020

AMOUNT: Remainder of reimbursable funds of \$2292.00

RECOMMENDATION: Approval to budget the remainder of the Grant Funding

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Resolution 20-63 budgeting the remainder of Montana Internet Crimes Against Children Task Force 2020 Grant Funds.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution 20-63 budgeting the remainder of Montana Internet Crimes Against Children Task Force 2020 Grant Funds.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
MONTANA INTERNET CRIMES AGAINST CHILDREN GRANT FUND**

RESOLUTION 20-63

WHEREAS, the Commission passed Resolution 20-50 Adopting the Final Budget for FY2021 on September 1, 2020 as per MCA 7-6-4020 for all funds including Fund #2198-550 Public Safety ICAC Grant Fund; and

WHEREAS, the ICAC Grant funding cycle is from October 1, 2019 through September 30, 2020 as per Contract 20-07 for a total reimbursement of \$6,788; and

WHEREAS, the not all of the grant funding was spent as of June 30, 2020 leaving a remaining grant balance of \$2,292 which needed to be reappropriated for the 3 months of July through September 2020; and

WHEREAS, a budget amendment is necessary to increase the appropriations to provide the budget authority in the amount of \$2,292 which is offset by grant revenues; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2019, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 24th Day of November, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JAMES L. LARSON, CHAIRMAN

JANE WEBER, COMMISSIONER

JOE BRIGGS, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

Attachment A

To: Cascade County Board of Commissioners

CFDA #

Responsible Department: Sheriff's Office

Prepared by: Chrissy Wood

[illegible]

Revenues

Explanation of budget changes:

Budget Amendment for ICAC Grant.

Changes authorized by:

Date _____

Budget Officer

Date _____

Cory Reeves
Print Name



Budget Performance Report

Fiscal Year to Date 11/09/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
2918 - Public Safety Grants										
REVENUE										
Department	550 - MT ICAC Grant									
1000	Federal Grants	8,500.00	.00	8,500.00	.00	.00	577.00	7,923.00	7	8,725.38
	33 - Totals	\$8,500.00	\$0.00	\$8,500.00	\$0.00	\$0.00	\$577.00	\$7,923.00	7%	\$8,725.38
	Department 550 - MT ICAC Grant Totals	\$8,500.00	\$0.00	\$8,500.00	\$0.00	\$0.00	\$577.00	\$7,923.00	7%	\$8,725.38
	REVENUE TOTALS	\$8,500.00	\$0.00	\$8,500.00	\$0.00	\$0.00	\$577.00	\$7,923.00	7%	\$8,725.38
EXPENSE										
Department	550 - MT ICAC Grant									
Function	B0144 - Juvenile Programs									
00										
00.120	Overtime	.00	.00	.00	.00	.00	.00	.00	+++	3,279.34
	100 - Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$3,279.34
00										
00.370	Travel	.00	.00	.00	.00	.00	.00	.00	+++	1,542.00
00.390	Other Purchased Services	.00	.00	.00	.00	.00	.00	.00	+++	1,216.17
	300 - Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$2,758.17
	Function B0144 - Juvenile Programs Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$6,037.51
	Department 550 - MT ICAC Grant Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$6,037.51
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$6,037.51
Fund	2918 - Public Safety Grants Totals									
	REVENUE TOTALS	8,500.00	.00	8,500.00	.00	.00	577.00	7,923.00	7%	8,725.38
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	6,037.51
Fund	2918 - Public Safety Grants Totals	\$8,500.00	\$0.00	\$8,500.00	\$0.00	\$0.00	\$577.00	\$7,923.00		\$2,687.87
Grand Totals										
	REVENUE TOTALS	8,500.00	.00	8,500.00	.00	.00	577.00	7,923.00	7%	8,725.38
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	6,037.51
Grand Totals		\$8,500.00	\$0.00	\$8,500.00	\$0.00	\$0.00	\$577.00	\$7,923.00		\$2,687.87

Montana Internet Crimes Against Children Task Force

Gary Seder, Bureau Chief
ICAC Manager



PO Box 201417
Helena, MT 59620
(406) 444-9759

DATE: January 16, 2020

TO: Cascade County Sheriff's Office
Attn: Sheriff Jesse Slaughter
Great Falls, Montana

RE: 2018 Internet Crimes Against Children Task Force Grant Award

The Office of Juvenile Justice & Delinquency Prevention (OJJDP) approved our application for year 2 of the 3 year Internet Crimes Against Children Task Force Continuation Grant. The award number is 2018-MC-FX-K006, for accounting purposes the CFDA number is: 16.543. This grant funding cycle is for all reimbursements from **October 1, 2019 through September 30, 2020.**

Funds can be reimbursed for overtime, supplies and Training/meetings. The funds are divided specifically between those areas and amounts cannot exceed what is allowed. These funds are divided amongst all participating agencies for pre-approved costs. The funds below are already pre-approved. Additional reimbursements are made upon request and availability of remaining grant funds. Expenditures outside of this letter must be pre-approved via email only, authorizing the expense and prior to the expenditure, in order to be reimbursed. Per the MOU and ICAC standards cost reimbursements will only be made as allowed by the State of Montana Policies. The amount dedicated to your agency for this time period, utilizing funds from the ICAC Grant is \$6788.00. The funds are for ICAC purposes only and may be used to cover your expenses as outlined below:

\$ 5000.00 ICAC Overtime.
\$ 1788.00 ICAC monthly Internet service

The Montana Department of Justice, Division of Criminal Investigation reserves the right to adjust ICAC funding of any of our affiliates as needed to address any unforeseen expenses which may occur. The affected affiliate[s] will be contacted prior to any funding changes being made.

Thank you and please don't hesitate to contact me with any questions you may have.

A handwritten signature in dark ink, appearing to read "Gary Seder".

Gary Seder, Bureau Chief
MT DOJ/DCI
Montana ICAC Program Manager

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA


James L. Larson, Chairman


Jane Weber, Commissioner


Joe Briggs, Commissioner

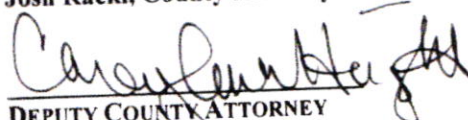
Passed and adopted at Commission Meeting held on this 28th day of January, 2020.

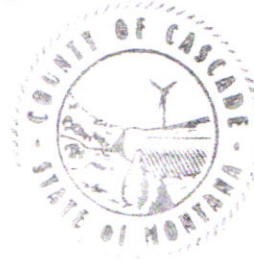
Attest

On this 28th day of January, 2020, I hereby attest the above-written signatures of James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.


RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney


DEPUTY COUNTY ATTORNEY



* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



Budget Performance Report

Date Range 07/01/19 - 06/30/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd
2918 - Public Safety Grants									
REVENUE									
Department 550 - MT ICAC Grant									
1000	Federal Grants	8,500.00	.00	8,500.00	1,968.54	.00	8,725.38	(225.38)	103%
	33 - Totals	\$8,500.00	\$0.00	\$8,500.00	\$1,968.54	\$0.00	\$8,725.38	(\$225.38)	103%
	Department 550 - MT ICAC Grant Totals	\$8,500.00	\$0.00	\$8,500.00	\$1,968.54	\$0.00	\$8,725.38	(\$225.38)	103%
	REVENUE TOTALS	\$8,500.00	\$0.00	\$8,500.00	\$1,968.54	\$0.00	\$8,725.38	(\$225.38)	103%
EXPENSE									
Department 550 - MT ICAC Grant									
Function B0144 - Juvenile Programs									
00	Overtime	.00	2,867.00	2,867.00	3,279.34	.00	3,279.34	(412.34)	114%
00.120		\$0.00	\$2,867.00	\$2,867.00	\$3,279.34	\$0.00	\$3,279.34	(\$412.34)	114%
00	Travel	.00	1,542.00	1,542.00	1,542.00	.00	1,542.00	.00	100%
00.370		.00	1,006.00	1,006.00	1,216.17	.00	1,216.17	(210.17)	121%
00.390	Other Purchased Services	\$0.00	\$2,548.00	\$2,548.00	\$2,758.17	\$0.00	\$2,758.17	(\$210.17)	108%
	300 - Totals	\$0.00	\$5,415.00	\$5,415.00	\$6,037.51	\$0.00	\$6,037.51	(\$622.51)	111%
	Function B0144 - Juvenile Programs Totals	\$0.00	\$5,415.00	\$5,415.00	\$6,037.51	\$0.00	\$6,037.51	(\$622.51)	111%
	Department 550 - MT ICAC Grant Totals	\$0.00	\$5,415.00	\$5,415.00	\$6,037.51	\$0.00	\$6,037.51	(\$622.51)	111%
	EXPENSE TOTALS	\$0.00	\$5,415.00	\$5,415.00	\$6,037.51	\$0.00	\$6,037.51	(\$622.51)	111%
Fund 2918 - Public Safety Grants Totals		8,500.00	.00	8,500.00	1,968.54	.00	8,725.38	(225.38)	103%
	REVENUE TOTALS	8,500.00	5,415.00	5,415.00	6,037.51	.00	6,037.51	(622.51)	111%
	EXPENSE TOTALS	.00	(\$5,415.00)	\$3,085.00	(\$4,068.97)	\$0.00	\$2,687.87	\$397.13	
Fund 2918 - Public Safety Grants Totals		\$8,500.00	.00	\$8,500.00	1,968.54	.00	8,725.38	(225.38)	103%
	Grand Totals	8,500.00	.00	8,500.00	1,968.54	.00	8,725.38	(225.38)	103%
	REVENUE TOTALS	8,500.00	5,415.00	5,415.00	6,037.51	.00	6,037.51	(622.51)	111%
	EXPENSE TOTALS	.00	(\$5,415.00)	\$3,085.00	(\$4,068.97)	\$0.00	\$2,687.87	\$397.13	
	Grand Totals	\$8,500.00	(\$5,415.00)	\$3,085.00	(\$4,068.97)	\$0.00	\$2,687.87	\$397.13	

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November 24, 2020

Resolution 20-64

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Budget Appropriation increasing funds for the Public Safety 24/7 Program for 5 WatchGuard's for patrol vehicles.

INITIATED AND PRESENTED BY: Cory Reeves, Undersheriff
Sheriff's Office

ACTION REQUESTED: Approval of Resolution #20-64

BACKGROUND:

The purpose of this resolution is to amend the budget to utilize existing reserves in Fund #2398 Public Safety 24/7 Program in the amount of \$29,800.00. Current cash reserves of \$49,740.00 exists in Fund #2398 Public Safety 24/7. Cascade County Sheriff Office staff have identified the need to replace the last 5 ICOPS with WatchGuard's in the patrol vehicles. Therefore, additional budget in the 2398-209 Other Law Enforcement Activities authority is needed in the amount of \$29,800.00.

RECOMMENDATION: Approval of Resolution #20-64.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Resolution #20-64 decreasing the Public Safety 24/7 Program in Fund #2398 in the amount of \$29,800 and increasing 2398-209 Other Law Enforcement Activities.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution #20-64 decreasing the Public Safety 24/7 Program in Fund #2398 in the amount of \$29,800 and increasing 2398-209 Other Law Enforcement Activities.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
PUBLIC SAFETY 24/7 PROGRAM FUND 2398**

RESOLUTION 20-64

WHEREAS, the Commission passed Resolution 20-50 Adopting the Final Budget for FY2021 on September 1, 2020 as per MCA 7-6-4020 for all funds including Fund #2398 Public Safety 24/7 Program; and

WHEREAS, the Cascade County Sheriffs Office need to replace the last five (5) ICOPS systems in patrol cars with WatchGuard systems, which were not budgeted during the Final Budget in September; and

WHEREAS, the existing cash reserves of over \$49,000 in Fund #2398 Public Safety 24/7 Program can be utilized to purchase the 5 WatchGuard equipment systems in the amount of \$29,800; and

WHEREAS, a budget amendment is necessary to increase the appropriations to provide the budget authority in the amount of \$29,800 which will come from the existing reserves; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2019, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 24th Day of November, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JAMES L. LARSON, CHAIRMAN

JANE WEBER, COMMISSIONER

JOE BRIGGS, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

Attachment A

To: Cascade County Board of Commissioners

Prepared by: Chrissy Wood

[illegible]

Budget Appropriation to replace 5 ICOPS with watchgaurds

Date /

Print Name _____

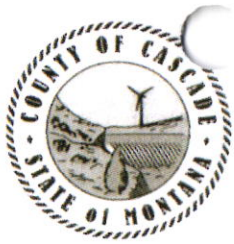


Budget Performance Report

Fiscal Year to Date 11/02/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2398 - Public Safety/24/7 Program										
REVENUE										
Department 209 - County Sheriff										
34										
34.2014	Security Checks	.00	.00	.00	.00	.00	.00	.00	+++	17.00
	34 - Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$17.00
	Department 209 - County Sheriff Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$17.00
	REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$17.00
EXPENSE										
Department 209 - County Sheriff										
Function B0180 - Other Law Enforcement Activities										
300										
300.390	Other Purchased Services	.00	.00	.00	.00	.00	.00	.00	+++	154.00
	300 - Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$154.00
900										
900.940	Machinery & Equipment	.00	.00	.00	.00	.00	.00	.00	+++	43,433.00
	900 - Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$43,433.00
	Function B0180 - Other Law Enforcement Activities Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$43,587.00
	Department 209 - County Sheriff Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$43,587.00
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$43,587.00
Fund 2398 - Public Safety/24/7 Program Totals										
	REVENUE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	17.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	43,587.00
	Fund 2398 - Public Safety/24/7 Program Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		(\$43,570.00)
Grand Totals										
	REVENUE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	17.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	43,587.00
	Grand Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		(\$43,570.00)



Trial Balance Listing

Through 11/02/20
Detail Balance Sheet Listing
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund 2398 - Public Safety/24/7 Program						
101.000	Cash	49,740.84	.00	.00	49,740.84	93,310.84
260.110	Committed Fund Balance	(3,360.00)	.00	.00	(3,360.00)	(3,360.00)
260.200	Assigned Fund Balance	(46,380.84)	.00	.00	(46,380.84)	(89,950.84)
Fund 2398 - Public Safety/24/7 Program Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

November 24, 2020

Resolution #20-65

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Budget Appropriations increasing funds for the Alcohol Rehabilitation Fund #2800

INITIATED AND PRESENTED BY: Mary K. Embleton, Budget Officer

ACTION REQUESTED: Approval of Resolution #20-65

BACKGROUND:

The purpose of this resolution is to amend the budget for the Alcohol Rehabilitation Fund #2800 by \$81,148 in both revenues and expenditures. The State of Montana issued a payment in November that varies from year to year as it is the balance of the funding collected from liquor taxes from the previous fiscal year. This year's payment was estimated at \$35,000 for the budget. However, the recently received payment from the state was \$116,148. Since this funding comes from the State to the County, and then the County passes it along to Gateway Community Services, a budget amendment resolution is needed to increase the overall funding by \$81,148 in both revenues and expenditures in order to fully receive and expend the Alcohol Rehabilitation funding.

RECOMMENDATION: Approval of Resolution #20-65.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission approve Resolution #20-65 increasing the appropriation in Fund #2800 Alcohol Rehabilitation by \$81,148 in both revenues and expenditures in order to recognize the unanticipated increase in the State of Montana's FY2020 Final payment allocation of said funds.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission disapprove Resolution #20-65 increasing the appropriation in Fund #2800 Alcohol Rehabilitation by \$81,148 in both revenues and expenditures in order to recognize the unanticipated increase in the State of Montana's FY2020 Final payment allocation of said funds.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
ALCOHOL REHABILITATION FUND #2800**

RESOLUTION 20-65

WHEREAS, Cascade County receives Earmarked Alcohol Tax funds made in accordance with Section 53-24-206 (3)(b), MCA (HB 844) in three payments during the fiscal year with an additional payment of excess funds received from the prior fiscal year; and

WHEREAS, Cascade County budgets for the three payments as allocated by the State, but the fourth payment can vary from year to year, and was estimated at \$35,000 for the FY2021 budget; and

WHEREAS, the excess funds received from State FY2020 in the amount of \$116,148 was received and receipted in on November 16, 2020 with this amount being \$81,148 more than estimated for FY2021; and

WHEREAS, a budget amendment is necessary to increase revenues and expenditures in the amount of \$81,148 in Fund 2800 to recognize the Alcohol Earmarked Tax State FY 2020 Final Payment; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 24th Day of November, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JAMES L. LARSON, CHAIRMAN

JANE WEBER, COMMISSIONER

JOE BRIGGS, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

Attachment A

To: Cascade County Board of Commissioners

James L. Larson
Print Name



Budget Performance Report

Fiscal Year to Date 11/13/20
Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2800 - Alcohol Rehabilitation										
REVENUE										
Department 000 - Revenue										
33										
33.5010	Liquor Tax Apportionment	152,155.00	.00	152,155.00	.00	.00	36,317.00	115,838.00	24	152,155.00
33 - Totals		\$152,155.00	\$0.00	\$152,155.00	\$0.00	\$0.00	\$36,317.00	\$115,838.00	24%	\$152,155.00
Department 000 - Revenue Totals		\$152,155.00	\$0.00	\$152,155.00	\$0.00	\$0.00	\$36,317.00	\$115,838.00	24%	\$152,155.00
REVENUE TOTALS		\$152,155.00	\$0.00	\$152,155.00	\$0.00	\$0.00	\$36,317.00	\$115,838.00	24%	\$152,155.00
EXPENSE										
Department 277 - Alcohol Project										
Function D0500 - Alcohol Abuse										
800										
800.800	Intergov. Support Service	152,155.00	.00	152,155.00	.00	.00	36,317.00	115,838.00	24	152,155.00
800 - Totals		\$152,155.00	\$0.00	\$152,155.00	\$0.00	\$0.00	\$36,317.00	\$115,838.00	24%	\$152,155.00
Function D0500 - Alcohol Abuse Totals		\$152,155.00	\$0.00	\$152,155.00	\$0.00	\$0.00	\$36,317.00	\$115,838.00	24%	\$152,155.00
Department 277 - Alcohol Project Totals		\$152,155.00	\$0.00	\$152,155.00	\$0.00	\$0.00	\$36,317.00	\$115,838.00	24%	\$152,155.00
EXPENSE TOTALS		\$152,155.00	\$0.00	\$152,155.00	\$0.00	\$0.00	\$36,317.00	\$115,838.00	24%	\$152,155.00
Fund 2800 - Alcohol Rehabilitation Totals										
REVENUE TOTALS		152,155.00	.00	152,155.00	.00	.00	36,317.00	115,838.00	24%	152,155.00
EXPENSE TOTALS		152,155.00	.00	152,155.00	.00	.00	36,317.00	115,838.00	24%	152,155.00
Fund 2800 - Alcohol Rehabilitation Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Grand Totals										
REVENUE TOTALS		152,155.00	.00	152,155.00	.00	.00	36,317.00	115,838.00	24%	152,155.00
EXPENSE TOTALS		152,155.00	.00	152,155.00	.00	.00	36,317.00	115,838.00	24%	152,155.00
Grand Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

Gateway Community Services

Cascade	100%	\$	116,148
Flathead	100%	\$	133,566
Lincoln	100%	\$	33,144
Sanders	25%	\$	5,078
Total:		\$	287,938

Intermountain

Lewis & Clark County	50%	\$	46,423
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Misfits LLC

Toole	100%	\$	10,549
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Open Aid Alliance

Missoula	13%	\$	20,071
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Rimrock

Yellowstone	83%	\$	172,246
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SCMRMHC-Journey

Big Horn	100%	\$	26,012
Carbon	100%	\$	17,268
Fergus	100%	\$	23,149
Golden Valley	100%	\$	3,172
Judith Basin	100%	\$	5,961
Musselshell	100%	\$	9,345
Petroleum	100%	\$	3,466
Sweet Grass	100%	\$	8,113
Wheatland	100%	\$	5,356
Yellowstone	17%	\$	35,279
Total:		\$	137,122

Southwest CD (Park Co)

Beaverhead	100%	\$	21,972
Madison	100%	\$	15,026
Meagher	100%	\$	6,585
Park	100%	\$	26,148
Total:		\$	69,731

Stepping Stones

Missoula	5%	\$	7,719
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Western MT Addiction Services

Deer Lodge	100%	\$	13,997
Granite	100%	\$	7,113
Lake	100%	\$	42,213
Missoula	82%	\$	126,599
Powell	100%	\$	13,532
Ravalli	100%	\$	59,194
Sanders	75%	\$	15,235
Total:		\$	277,883

Grand Total: \$ 1,588,393

November 24, 2020

Contract #20-186

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Department of Defense Operations and Maintenance

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #20-186

PRESENTED BY: Les Payne, Public Works Director

SYNOPSIS:

Cascade County Public Works Department has received the MT Defense Access Roads 2022 agreement. This documents the intent of the parties between Judith Basin, Fergus County, and Cascade County and sets forth the responsibilities of each in the funding, development, construction, and future maintenance for the repair of aggregate surfaced Transport-Erector routes identified by Air Force Base missile engineering and authorized by Military Surface Deployment and Distribution Command to Federal Highway Administration for this project. Cascade County's portion of this agreement is 26.53 miles. This is a project that is carried out annually.

RECOMMENDATION:

Approval of Contract #

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chair, I move the Cascade County Commission **APPROVE** Contract #20-186 MT DAR 2022

MOTION TO DISAPPROVE:

Mr. Chair, I move the Cascade County Commission **DISAPPROVE** Contract #20-186 MT DAR 2022

FEDERAL LANDS HIGHWAY PROJECT AGREEMENT
October 8, 2020

Program: Department of Defense (DOD) Operations and Maintenance (O&M) Program

Air Force Base: Malmstrom Air Force Base (AFB)

State: Montana

Counties: Cascade, Judith Basin and Fergus, Montana

Project Name and Number: MT DAR 2022(1), Defense Access Roads FY 2022

Project Location: The project has improvement at various locations within the Transporter-Erector (T-E) routes. See below schedules for details.

Route	Mileage	County	Cumulative Mileage
A-02	5.61	Cascade	5.61
A-05	9.77	Cascade	15.38
A-10	7.47	Cascade	22.85
A-11	3.68	Cascade	26.53
B-01	7.08	Judith Basin	33.61
B-04	6.45	Judith Basin	40.06
C-08(b)	5.22	Judith Basin	45.28
C-09	2.85	Judith Basin	48.13
D-02	6.95	Fergus	55.08
D-03	6.15	Fergus	61.23
D-04	7.86	Judith Basin/Fergus	69.09
D-05	6.45	Fergus	75.54
D-11	7.68	Fergus	83.22

Purpose of this Agreement: This agreement documents the intent of the parties and sets forth the responsibilities of each in the funding, development, construction, and future maintenance for the repair of aggregate surfaced Transporter-Erector (T-E) routes identified by Air Force Base missile engineering and authorized by Military Surface Deployment and Distribution Command (SDDC) to Federal Highway Administration (FHWA) for this project.

Authority: This agreement is entered into by the undersigned parties pursuant to the provisions of Title 23, United States Code Sections 210.

Description of Work: The intent of the project is to correct deficiencies on T-E Routes considering Federal-Aid Laws, T-E Route Standards, and the responsibilities of the Public Highway Authorities. The Project Agreement allows preliminary design and investigation for the scope of work listed below and in Table A.

Major Scope Items:

- Recondition roadway and provide Calcium Chloride stabilization and/or aggregate surface
- Replace, recondition, or clean designated culverts.
- Replace cattle guards as needed
- Replace live stock crossings as needed

Parties to Agreement:

U.S. Department of Transportation
Federal Highway Administration (FHWA)
Western Federal Lands Highway Division (WFLHD)

Department of Defense (DOD)
Malmstrom Air Force Base

Cascade County

Judith Basin County

Fergus County

Funding: Funding for the project is allocated to FHWA from the Department of Defense (DOD) through the Operations and Maintenance (O&M) Program using normal Federal-aid procedures as authorized under Title 23 (23 U.S.C. 210). This program is co-administrated by the Military Surface Deployment and Distribution Command (SDDC) and FHWA.

All costs of completing this project, including NEPA, preliminary engineering, acquiring Right of Way, utility relocation, physical construction, construction modifications or overruns, and construction engineering are the responsibility of the DOD. The costs of maintenance of the completed facility will be the responsibility of the respective Counties.

Design Standards: The project will be designed in accordance with minimum American Association of State Highway and Transportation Officials (AASHTO) 2001 edition of the Guidelines for Geometric Design of Very Low-volume Local Roads and the T-E Route Standards from the Program Guidance, Department of Air Force Operations and Maintenance Program (DAF O&M). Structures will be designed in accordance with AASHTO LRFD Bridge Design Specifications, 4th Edition, 2007 with current interims and the Bridge Criteria from the Program Guidance, DAR O&M Program.

The following general design criteria are considered appropriate at the time.

Functional Classification	Local Rural Roads
Terrain	Varied
Design Vehicle	WB-40 (T-E Vehicle*)
Preliminary Design Speed	match existing conditions
Preliminary Superelevation	10% maximum (match existing)
Preliminary Finished	Travel Lane – 18-24 ft.
Roadway Width	Shoulders – 2 ft.
Preliminary ADT	ADT ₂₀₁₀ = <250

*Transport-Erector (T-E) Vehicle weighs 73 tons loaded and has a maximum axle loading road of 17,500 pounds. The T-E has a minimum turning radius of 60 feet.

Changes in these general design criteria may become necessary, or desirable, during project development. Acceptance of these changes will be documented in a modification to this Agreement.

Isolated exceptions to standards, such as individual curves which do not meet the selected design speed, will be documented by WFLHD and presented to the Air Force and county representatives for concurrence.

Project Development: WFLHD will provide a Project Manager during the project development phase of the project to coordinate with and ensure the project plans, specifications, and estimates are reflective of the Air Force and counties needs. The Project Manager will be WFLHD's primary contact for the Air Force and counties. The Air Force and counties will also designate a representative who will be the primary contact for WFLHD's Project Manager.

WFLHD will administer all phases of project development work which includes such items as environmental compliance, geotechnical investigation, preliminary design, right-of-way preparation, and final design for all the proposed work. The Air Force and county representatives will support the environmental compliance and provide reviews of the plan set.

Plans and specification will be written in accordance with FP-14 Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects.

WFLHD will seek input from the Air Force and county representatives throughout development of the project. The Air Force and counties will participate in the project's development to the extent that their capabilities and resources permit. The Air Force and counties may be asked to follow-up on, or provide monitoring of some environmental commitments such as those associated with the Montana Pollution Discharge Elimination System (MPDES) and other permits. Should assistance be required for any such environmental commitments, WFLHD will coordinate these topics with the Air Force and counties and document this understanding through amendment of this Agreement.

WFLHD will be the lead agency responsible for obtaining environmental clearance and NEPA compliance for the proposed work. WFLHD will obtain all necessary federal, state, or local permits for the proposed work prior to soliciting for bids. WFLHD will obtain, or require the contractor to obtain respective federal, state, or local permits if additional areas of disturbance or usage are identified during construction. WFLD will write the NEPA decision document and complete the approval process for the construction project.

The project will be developed with schedules based on different scope of work and costs.

WFLHD will not solicit bids until the final plans, specification, and estimate (PS&E) package has been concurred in writing by the Air Force and the county representatives.

Milestone Schedule:

Completion of Project Agreement	November 16, 2020
Completion of 100% Design	March, 2022
Advertise Contract	May, 2022
Award Contract	Summer, 2022
Construction	Summer 2022 –October 2023

This schedule is based on the proposed scope of work. Schedules will be furthered evaluated during project development. Schedules will be revisited at each project development milestone and if changes are required, the schedule will be coordinated with the Air Force and counties

Right-of-Way: Right-of-way acquisition may be required for the project. The County will acquire sufficient Right of Way.

Utilities: The WFLHD will coordinate with and identify utilities in conflict with the proposed project. The WFLHD will arrange with the affected utilities to have the utilities relocated, if necessary. The Counties will coordinate and pay utility companies for any eligible relocation costs. The Counties agree to exercise jurisdictional authority if gaining cooperation from utility companies in their utility relocation. WFLHD will pay for any eligible utility relocation costs through a Reimbursable Agreement with the Counties using DOD funding.

The Counties agree to accommodate future utility installations within the right-of-way in a manner that will not interfere with the free and safe flow of traffic. The Counties will have complete control of all maintenance operations within the constructed roadway. This includes all roadway structures, ditches, back slopes and fills.

Construction: As soon as practical after the plans, specifications, and estimate (PS&E) package is complete, permits are obtained, and funding is in place, WFLHD will either solicit bids or negotiate with a contractor (if the contractor or location meets required qualifications for 8a or Hub Zone) to construct the project in accordance with the Federal Acquisition Regulations (48 CFR 1) and the Transportation Acquisition Regulations (48 CFR 12). The project will be developed with schedules based on different scope of work and costs. The work will be awarded to the lowest qualified bidder that meets available funding at the time of award.

Note: Normally, federally funded project require open bidding competition. Some projects are set aside for small or minority owned businesses 8(a) or businesses in economically depressed areas (Hub Zone). If the limited current funding received for the project is likely insufficient to build the entire project, then additional funding sources will need to be requested and approved or the scope of the project reduced.

During the construction phase, WFLHD will provide a Project Engineer to oversee and inspect the work to ensure a quality product that adheres to the Plans and Specifications. The Project Engineer is WFLHD's designated contact for the Air Force and counties during the construction phase. The Air Force and counties will also designate a representative who will be the primary contact for WFLHD's Project Engineer.

Upon completion of the construction contract, WFLHD, Air Force, and the counties will hold a final inspection. When it is determined that the project has been constructed in substantial conformity with the approved plans and specifications, the Air Force and counties will accept the route(s) for maintenance and operation.

Legal Claims: WFLHD will be responsible for design and construction of the project. WFLHD will be responsible for defending against any tort claims alleging negligence by its employees or agents in the design or construction of the project. WFLHD will serve as the lead federal agency in accordance with the Department of Justice regulations (28 CFR 14.2(b) (2)) governing administrative claims filed under the Federal Tort Claims Act for any claims alleging negligence in the design or construction of the project.

Maintenance: Maintenance is the preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization.

During construction of the project, the contractor will bear all expense of maintaining traffic except during authorized winter suspension periods. If it is necessary that the facility remain open for public use during a period of winter suspension, the County will be responsible for routine maintenance, including snow removal. Damages occurring as a result of such winter maintenance (*i.e.*, guardrail damage, culvert damage) will also be the responsibility of the Counties.

After construction, the Counties will operate and maintain the road.

Termination: This agreement may be terminated by mutual written consent of all parties. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

Amendments to the Project Agreement: This Project Agreement may be modified by mutual agreement of the affected parties.

This Agreement shall be effective as of the date of the last signature.

**DEPARTMENT OF TRANSPORTATION
Federal Highway Administration
Western Federal Lands Highway Division**

(Signature)

(Date)

Daniel Donovan
Chief of Business Operations
610 East Fifth Street
Vancouver, Washington 98661

AIR FORCE
Malmstrom Air Force Base

Floyd Wanke, Chief Missile Engineering
Airforce Base Missile Engineering

Date

Cascade County, MONTANA

Joe Briggs, District 1 Cascade County	Date
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James Larson, District 2, Chairman Cascade County	Date
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Jane Weber, District 3, Cascade County	Date
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Judith Basin County, MONTANA

James D. Moore, District 1, Chairman Judith Basin County	Date
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Don L. Hajenga, District 2 Judith Basin County	Date
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Codey McDonald, District 3 Judith Basin County	Date
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Fergus County, MONTANA

Ross Bucher, District 1 Fergus County	Date
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Sandy Youngbauer, District 2 Fergus County	Date
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Carl Seilstad, District 3 Fergus County	Date
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Defense Access Roads
FY 2022
MT DAR 2022(1)



Map Legend

[illegible]

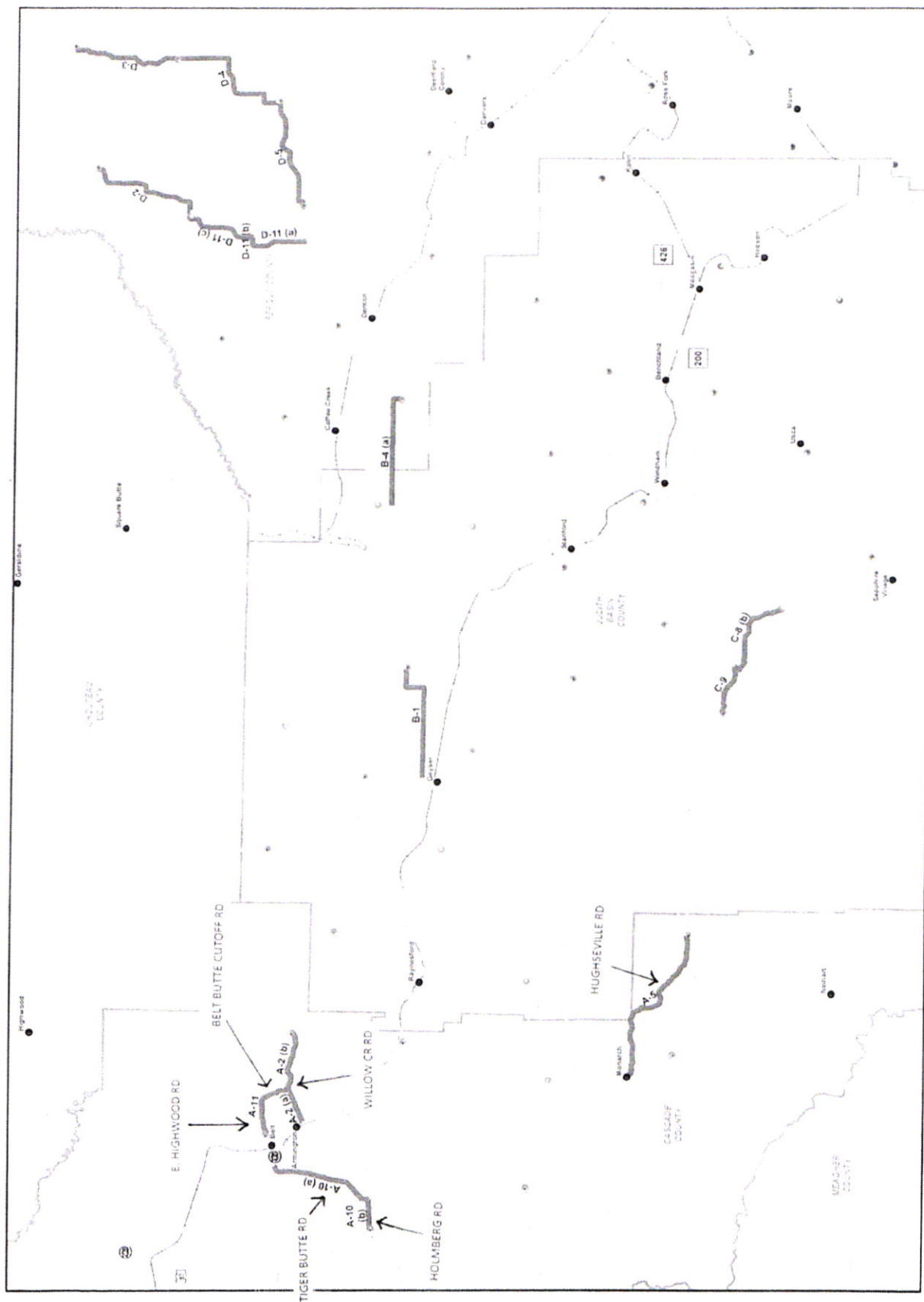
OTHER SYMBOLS

[illegible]

Project Location



1. 1990年12月1日
 2. 1991年1月1日
 3. 1991年2月1日
 4. 1991年3月1日
 5. 1991年4月1日
 6. 1991年5月1日
 7. 1991年6月1日
 8. 1991年7月1日
 9. 1991年8月1日
 10. 1991年9月1日
 11. 1991年10月1日
 12. 1991年11月1日
 13. 1991年12月1日
 14. 1992年1月1日
 15. 1992年2月1日
 16. 1992年3月1日
 17. 1992年4月1日
 18. 1992年5月1日
 19. 1992年6月1日
 20. 1992年7月1日
 21. 1992年8月1日
 22. 1992年9月1日
 23. 1992年10月1日
 24. 1992年11月1日
 25. 1992年12月1日
 26. 1993年1月1日
 27. 1993年2月1日
 28. 1993年3月1日
 29. 1993年4月1日
 30. 1993年5月1日
 31. 1993年6月1日
 32. 1993年7月1日
 33. 1993年8月1日
 34. 1993年9月1日
 35. 1993年10月1日
 36. 1993年11月1日
 37. 1993年12月1日
 38. 1994年1月1日
 39. 1994年2月1日
 40. 1994年3月1日
 41. 1994年4月1日
 42. 1994年5月1日
 43. 1994年6月1日
 44. 1994年7月1日
 45. 1994年8月1日
 46. 1994年9月1日
 47. 1994年10月1日
 48. 1994年11月1日
 49. 1994年12月1日
 50. 1995年1月1日
 51. 1995年2月1日
 52. 1995年3月1日
 53. 1995年4月1日
 54. 1995年5月1日
 55. 1995年6月1日
 56. 1995年7月1日
 57. 1995年8月1日
 58. 1995年9月1日
 59. 1995年10月1日
 60. 1995年11月1日
 61. 1995年12月1日
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 217. 2008年12月1日
 218. 2009年1月1日
 21



November 24, 2020

Contract #20-187

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Johnson Controls, NAE-5510-1 ADC Upgrade

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #20-187

PRESENTED BY: Les Payne, Public Works Director

SYNOPSIS:

Cascade County Public Works Department has received a proposal from Johnson Controls, for the NAE-5510-1 Upgrade for the Adult Detention Center. This proposal is for the replacement and installation of one M4-SNE22000-0 engine, this is the main server that controls the heat & air systems, at the ADC, this unit then talks to the main county server in the basement of the courthouse.

RECOMMENDATION:

Cascade County Staff, after reviewing proposals from Johnson Controls of Billings, MT, recommends awarding the contract, for the NAE-5510-1 Upgrade for the Adult Detention Center, located at 3800 Ulm North Frontage Rd, for the total cost to the county of \$10,950.00.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chair, I move the Cascade County Commission **APPROVE** Contract #20-187, proposal from Johnson Controls of Billings, MT, for the total cost to the county of \$10,950.00, and instruct staff to complete the contracting process"

MOTION TO DISAPPROVE:

Mr. Chair, I move the Cascade County Commission **DISAPPROVE** Contract # 20-187, proposal from Johnson Controls of Billings, MT.



**Johnson
Controls**

Proposal

Date: 10/23/2020

2795 Enterprise Ave
Billings, Montana 59102
Phone Add JCI Branch Phone
Fax (406) 656-2997

To: Cascade County
415 2nd Avenue N.
Great Falls, Montana 59401
Attn: Sean Higginbotham

From: Gregg Hein
2795 Enterprise Ave
Billings, Montana 59102

Project: Cascade County Metasys NAE Upgrade for ADC
415 2nd Avenue N.
Great Falls, Montana 59401

Scope of Work

Johnson Controls is pleased to provide the following scope of work and pricing for Cascade County NAE Upgrade for ADC

NAE-5510-1 Upgrade for Adult Detention Center

- ❑ **Supervisory Network Application Engine Replacement**
 - Furnish and install one M4-SNE22000-0 Replacement Engine (qty. of 1 engine located in the Adult Detention Center)
 - Microsoft dropped support for the embedded CE-6 operating system in April 2018
 - All future Supervisory Network Engines utilize Linux operating systems and will no longer rely on Microsoft for support
 - Replace the existing NAE5510-1 supervisory controller
 - Provide the necessary labor to reinstall the database on this engine
 - Current MUMS promotion discounts engine replacements (material only)

Pricing Summary	Pricing	with MUMS
Metasys M4-SNE22000-0 Replacement Engine:	\$13,320.00	your cost: \$10,950.00
Total Savings of		-\$2,370.00

Signatures

This proposal is hereby accepted, and Johnson Controls is authorized to proceed with the work, subject however, to credit approval by Johnson Controls.

This proposal is Valid for
30 Calendar days

Signature

Gregg Hein

Signature

Company: Cascade County
Name: Sean Higginbotham
PO #: _____
Date: 10/23/2020

Name: Gregg Hein
Title: Account Executive HVAC

Exclusions & Clarifications (applies to all sections)

1. Pricing assumes normal working hours, Mon-Fri, 7am to 4pm. Excludes all off-hours work.
2. Excludes furnishing and/or installation of the following **unless noted otherwise in this proposal**;
 - a. Fire Smoke Dampers (FSD), Smoke Control Dampers (SCDs) Fire/Smoke Detectors or associated power and control wiring
 - b. Control Dampers
 - c. Starters, Disconnects or Variable Speed Drives
 - d. Line-Voltage Thermostats, Thermal Switches or Pushbutton Switches
 - e. Lighting Integration or Lighting Controls
 - f. Line voltage power
 - g. Mechanical Equipment
 - h. Access Doors
 - i. Thermometers, Thermowells or Pressure Gauges
 - j. Control Valves
 - k. Airflow Measuring Stations
 - l. Metering Devices
3. Excludes all 120v power to controllers, transformers or any other applicable devices.
4. Excludes any demolition work unless noted otherwise in this proposal.
5. Low voltage cabling will be installed using plenum rated cables without conduit in concealed, accessible locations. Where exposed or subject to damage, EMT conduit will be used. This applies to all control work.
6. Excludes any work or services associated or connected with the identification, abatement, cleanup, control, removal or disposal of hazardous materials or substances, including but not limited to asbestos or PCBs.
7. Start-up and/or verification of factory-installed controls to be provided by others.
8. Excludes Mineral Insulated Cable or work associated with the installation, procurement or wiring of said cable.
9. Excludes Maintenance or troubleshooting not associated with the scope of work described above.
10. Excludes Air or Water test & balancing
11. Work associated with occupancy/motion detector(s)
12. Excludes 3rd Party Commissioning or commissioning assistance unless noted otherwise in this proposal.
13. Excludes liquidated damages.
14. All invoices are net thirty (30) days.
15. **Excludes any and all items not specifically mentioned in the document above.**

Standard Terms and Conditions – U.S.A.

(1) AGREEMENT AND LIMITATIONS. This document sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. ~~Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standard Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions.~~ References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) TERMINATION OR MODIFICATION. Accepted orders may ~~be~~ cancelled or modified by Buyer ~~only with Seller's express written consent in writing.~~ If cancellation or modification is allowed, Buyer agrees to pay to Seller ~~its reasonable~~ all expenses incurred ~~and damage sustained by Seller on account of such as a direct result of such~~ cancellation or modification, ~~plus a reasonable profit.~~

(3) PRICE, SHIPMENT, AND PAYMENT. Prices on accepted orders are firm for a period of 90 days from date of acceptance. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. Buyer acknowledges and agrees that any and all Seller invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that Buyer shall not make, nor will Seller accept, any payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit.

(4) TAXES. All prices exclude state and local use, sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(5) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. ~~FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.~~

(6) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. If Seller installs or furnishes product or equipment under this Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer's warranty, Seller will transfer the benefits of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should reasonably have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to promptly repair or to replace defective parts or to promptly and properly redo defective services. ~~All defective replaced equipment replaced by Seller becomes Seller's property. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.~~

(7) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. ~~In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. In no event shall Seller be liable for special, indirect, incidental, or consequential damages, including loss of anticipated profit, or other economic loss, or for any damages arising in tort whether by reason of strict liability, negligence, or otherwise regardless of whether it has been apprised of the possibility of such.~~

(8) PATENTS. Seller shall indemnify, defend or at its option settle, and hold Buyer and its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors and assignees, harmless from and against any and all claims, suits, actions or proceeds ("Claims") against such parties based upon the infringement or alleged infringement, or violation or alleged violation, of (a) any United States patent and (b) any copyright, trademark, trade secret or other proprietary right of a third party which is enforceable in the United States, as a result of Buyer's use of the product or equipment within the United States, provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense ~~(except for Buyer's employees' time)~~ to defend or settle any such Claim. ~~THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.~~ The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, or (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after

being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, ~~or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.~~

(9) GOVERNING LAW. The formation and performance of the Agreement shall be governed by the laws of the State of ~~Wisconsin~~ Montana, U.S.A. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(10) DISPUTE RESOLUTION. ~~Both parties~~ Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, ~~is shall be submitted to a court of law or arbitrated. The venue regardless of whether a party seeks for any such arbitration or submits the matter to court shall be in Milwaukee~~ Great Falls, Montana, Wisconsin. The arbitrator's award may be confirmed and reduced to judgment in Great Falls, Montana ~~any court of competent jurisdiction~~. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation.

(11) SOFTWARE LICENSE. To the extent software is provided by Seller under this Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under this agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

(12) MISCELLANEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a limited security interest in that portion of said goods, any replacement parts and any proceeds thereof which are equivalent to the sums due Seller until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. ~~Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.~~

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. ~~The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.~~

(d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) Compliance with Laws: Seller's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(13) DELAYS, COSTS AND EXTENSIONS OF TIME. JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. ~~To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.~~

November 24, 2020

Contract #20-188

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Johnson Controls, ADS to ADX Migration

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #20-188

PRESENTED BY: Les Payne, Public Works Director

SYNOPSIS:

Cascade County Public Works Department has received a proposal from Johnson Controls, for the ADS to ADX Migration. This proposal is for the replacement and installation of one MS-ADX10U-8 extended application and data server migration software, this is for the main server that controls the heat & air systems, throughout the county buildings, this unit is currently in the basement of the courthouse and will be moved to the cloud..

RECOMMENDATION:

Cascade County Staff, after reviewing proposals from Johnson Controls of Billings, MT, recommends awarding the contract, for the replacement and installation of one MS-ADX10U-8 extended application and data server migration software, for the total cost to the county of \$16,275.00.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chair, I move the Cascade County Commission **APPROVE** Contract #20-188, proposal from Johnson Controls of Billings, MT, for the total cost to the county of \$16,275.00, and instruct staff to complete the contracting process"

MOTION TO DISAPPROVE:

Mr. Chair, I move the Cascade County Commission **DISAPPROVE** Contract # 20-188, proposal from Johnson Controls of Billings, MT.



Proposal

Date: 10/23/2020

2795 Enterprise Ave
Billings, Montana 59102
Phone Add JCI Branch Phone
Fax (406) 656-2997

To: Cascade County
415 2nd Avenue N.
Great Falls, Montana 59401
Attn: Sean Higginbotham

From: Gregg Hein
2795 Enterprise Ave
Billings, Montana 59102

Project: Cascade County Metasys ADS to ADX Upgrade
415 2nd Avenue N.
Great Falls, Montana 59401

Scope of Work

Johnson Controls is pleased to provide the following scope of work and pricing for Cascade County ADS to ADX Upgrade

ADS to ADX Migration

☐ ADS to ADX Migration

- Furnish and install (1) MS-ADX10U-8 Extended Application and Data Server migration software
 - ADS server software for migration to an extended capacity ADX
- The software subscription (required for the discount) is already included in current PSA
- Furnish the necessary technician labor for installation of the server upgrade software on provided server platform (virtual or locally hosted at the preference of I.T. Department)
- Provide for end user and operator training on server, building access and improvements

Pricing Summary

Pricing

MUMS – Expires 9/30/20

Metasys MS-ADX10U-8 Server Migration Software:	\$18,600.00	your cost:	\$16,275.00
TOTAL SAVINGS OF:			-\$2,325.00

Signatures

This proposal is hereby accepted, and Johnson Controls is authorized to proceed with the work, subject however, to credit approval by Johnson Controls.

This proposal is Valid for
30 Calendar days

Signature

Gregg Hein

Signature

Company: Cascade County
Name: Sean Higginbotham
PO #: _____
Date: 10/23/2020

Name: Gregg Hein
Title: Account Executive HVAC

Exclusions & Clarifications (applies to all sections)

1. Pricing assumes normal working hours, Mon-Fri, 7am to 4pm. Excludes all off-hours work.
2. Excludes furnishing and/or installation of the following **unless noted otherwise in this proposal**;
 - a. Fire Smoke Dampers (FSD), Smoke Control Dampers (SCDs) Fire/Smoke Detectors or associated power and control wiring
 - b. Control Dampers
 - c. Starters, Disconnects or Variable Speed Drives
 - d. Line-Voltage Thermostats, Thermal Switches or Pushbutton Switches
 - e. Lighting Integration or Lighting Controls
 - f. Line voltage power
 - g. Mechanical Equipment
 - h. Access Doors
 - i. Thermometers, Thermowells or Pressure Gauges
 - j. Control Valves
 - k. Airflow Measuring Stations
 - l. Metering Devices
3. Excludes all 120v power to controllers, transformers or any other applicable devices.
4. Excludes any demolition work unless noted otherwise in this proposal.
5. Low voltage cabling will be installed using plenum rated cables without conduit in concealed, accessible locations. Where exposed or subject to damage, EMT conduit will be used. This applies to all control work.
6. Excludes any work or services associated or connected with the identification, abatement, cleanup, control, removal or disposal of hazardous materials or substances, including but not limited to asbestos or PCBs.
7. Start-up and/or verification of factory-installed controls to be provided by others.
8. Excludes Mineral Insulated Cable or work associated with the installation, procurement or wiring of said cable.
9. Excludes Maintenance or troubleshooting not associated with the scope of work described above.
10. Excludes Air or Water test & balancing
11. Work associated with occupancy/motion detector(s)
12. Excludes 3rd Party Commissioning or commissioning assistance unless noted otherwise in this proposal.
13. Excludes liquidated damages.
14. All invoices are net thirty (30) days.
15. **Excludes any and all items not specifically mentioned in the document above.**

Standard Terms and Conditions – U.S.A.

(1) **AGREEMENT AND LIMITATIONS.** This document sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. ~~Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standard Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions.~~ References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) **TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer ~~only with Seller's express written consent in writing.~~ If cancellation or modification is allowed, Buyer agrees to pay to Seller its reasonable all expenses incurred and damage sustained by Seller on account of such as a direct result of such cancellation or modification, ~~plus a reasonable profit.~~

(3) **PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. Buyer acknowledges and agrees that any and all Seller invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that Buyer shall not make, nor will Seller accept, any payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit.

(4) **TAXES.** All prices exclude state and local use, sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(5) **DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. ~~FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.~~

(6) **LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. If Seller installs or furnishes product or equipment under this Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer's warranty, Seller will transfer the benefits of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should reasonably have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to promptly repair or to replace defective parts or to promptly and properly redo defective services. All defective replaced equipment replaced by Seller becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(7) **INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. ~~In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. In no event shall Seller be liable for special, indirect, incidental, or consequential damages, including loss of anticipated profit, or other economic loss, or for any damages arising in tort whether by reason of strict liability, negligence, or otherwise regardless of whether it has been apprised of the possibility of such.~~

(8) **PATENTS.** Seller shall indemnify, defend or at its option settle, and hold Buyer and its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors and assignees, harmless from and against any and all claims, suits, actions or proceeds ("Claims") against such parties based upon the infringement or alleged infringement, or violation or alleged violation, of (a) any United States patent and (b) any copyright, trademark, trade secret or other proprietary right of a third party which is enforceable in the United States, as a result of Buyer's use of the product or equipment within the United States, provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense ~~(except for Buyer's employees' time)~~ to defend or settle any such Claim. ~~THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, or (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after~~

being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(9) GOVERNING LAW. The formation and performance of the Agreement shall be governed by the laws of the State of ~~Wisconsin~~ Montana, U.S.A. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(10) DISPUTE RESOLUTION. ~~Both parties~~ Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, ~~is shall be~~ submitted to a court of law or arbitrated. The venue regardless of whether a party seeks for any such arbitration or submits the matter to court shall be in ~~Milwaukee~~ Great Falls, Montana, Wisconsin. The arbitrator's award may be confirmed and reduced to judgment in Great Falls, Montana ~~any court of competent jurisdiction~~. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation.

(11) SOFTWARE LICENSE. To the extent software is provided by Seller under this Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under this agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

(12) MISCELLANEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a limited security interest in that portion of said goods, any replacement parts and any proceeds thereof which are equivalent to the sums due Seller until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. ~~Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.~~

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. ~~The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.~~

(d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) Compliance with Laws: Seller's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(13) DELAYS, COSTS AND EXTENSIONS OF TIME. JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. ~~To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.~~

November 24, 2020

Contract #20-189

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Health Department, Overhead Units

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #20-189

PRESENTED BY: Les Payne, Public Works Director

SYNOPSIS:

Cascade County Public Works Department went out to bid for the removal and replacement of two rooftop units on the cascade County Health Department roof. Public Works received the following quotes from Central Plumbing and Heating for \$19,751.66, AT Klemens, for \$21,820.00 and Falls Mechanical, for \$25,270.00.

RECOMMENDATION:

Cascade County Staff, after reviewing proposals from Central Plumbing and Heating, of Great Falls, MT, recommends awarding the contract, for the removal and replacement of AHU-4 and AHU-7, both units located on the rooftop of the Cascade County Health Department, located at 115 4th St S, Great Falls, for the total cost to the county of \$19,751.66.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chair, I move the Cascade County Commission **APPROVE** Contract #20-189, proposal from Central Plumbing and Heating, for the total cost to the county of \$19,751.66, and instruct staff to complete the contracting process"

MOTION TO DISAPPROVE:

Mr. Chair, I move the Cascade County Commission **DISAPPROVE** Contract # 20-189, proposal from Central Plumbing and Heating.

CONTRACT

In consideration of the mutual promises and consideration set forth herein between Central Plumbing, Heating & Excavation, 3701 River Drive N, Great Falls, Montana, 59405 (Contractor) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. **Contract Purpose And Scope Of Contract Work:** The purpose of this contract is for the Contractor to perform the Removal and Replacement, of the existing overhead units, AHU-4 and AHU-7, work set forth in the Contractor's bid letter dated November 06, 2020, which is incorporated herein by reference. The scope of work includes the replacement and removal of two existing units, located on top the roof, of the Cascade County Health Department, located at 115 4th St S, Great Falls, Montana.

2. **Performance Standards:** Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work and shall do so in a timely, professional and good workmanlike manner and in accordance with prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). Contractor will promptly repair any damage. Contractor will be required to properly sign and secure the work site so as to maintain, at all times, the safety of County's employees, agents, invitees and public.

3. **Contract Time:** Contractor shall fully complete the Contract Work no later than thirty (30) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. **Contract Sum:** Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of NINETEEN THOUSAND SEVEN HUNDRED FIFTY ONE AND 66/100 DOLLARS (\$19,751.66) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. **Contract Payment:** As a condition precedent to payment, the Contractor shall conduct a final inspection of the Contract Work with the Authorized Representative of the County. The County shall promptly comply and participate with any reasonable request of the Contractor for final inspection. Upon final inspection and receipt of the Contractor's application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the County's opinion the Contract Work is not accepted. If the County withholds payment under this section, the County shall notify the Contractor of the withholding and the reason therefor no later

than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. Partial payment under this section shall not constitute or be construed to constitute the County's acceptance of any disputed portion of the Contract Work. Acceptance of final payment by the Contractor shall constitute a waiver of all Contractor claims against the County except those previously made in writing and identified by the Contractor as unsettled prior to receipt of the final payment from the County.

6. Force Majeure: If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

7. Insurance: Prior to commencing work under this agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

8. Contractor Registration: Construction contracts greater than \$2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate must be provided to the Department. Contractor's registration number is # 4443 and expires on the 1st day of October, 20 21.

9. Indemnification: Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

10. Montana Prevailing Wage Rate and Gross Receipts Tax: Contractor may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages.

11. General Warranty: The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

12. Choice of Law and Venue: This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

13. Entire Agreement and Modification: This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

14. Severability: If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

15. Mutual Assent and Authority: The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

DATED this ____ day of November, 2020

Contractor:

STATE OF MONTANA)
 :SS
County of Cascade)

This instrument was signed or acknowledged before me on this ____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

(NOTARIAL SEAL)

County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Jim Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this ___ day of _____, 2020, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Ft. Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

November 24, 2020

Contract 20-190

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Kenco Security Agreement

INITIATED & PRESENTED BY: Carey Ann Haight, Deputy
Cascade County Attorney's Office

ACTION REQUESTED: Approval of Contract 20-190

BACKGROUND:

The Cascade County Attorney's Office has recently expanded a portion of its staff into the Executive Plaza condominium space formerly occupied by Dr. Brimhall. As part of that expansion, the County Attorney's Office needs to install security coverage in the new expanded area, which will include an upgrade alarm control panel, additional power supply, 2 additional batteries, 4 motions sensors, a panic button and a relocate of an electronic door key pad. The subject agreement will replace the current agreement with Kenco Security.

Annually reoccurring service total \$534; Upgrade \$2,287.65

AMOUNT: The upgrade is \$2,287.65.
The annually reoccurring service fee is \$534.

RECOMMENDATION: Approval of Contract 20-190.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-190, a service agreement with Kenco Security for system upgrades and annual monitoring at the Cascade County Attorney's Office.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-190, a service agreement with Kenco Security for system upgrades and annual monitoring at the Cascade County Attorney's Office.

CONTRACT

20-190



Prepared By:

Kenco Security - Great Falls
Debra Burns
Branch Manager
1601 2nd Ave N, Ste #118
Great Falls, MT, 59401-
406-771-1974
406-771-1577
debrab@kencosecurity.com

proposal

Cascade County Atty security
121 4th St No Ste 2A
Great Falls, MT, 59401

Submitted: 11/13/2020

Cascade County Atty security
Jayme Livingston
406-454-6915
jlivingston@cascadecountymt.gov

SUPERIOR SOLUTIONS SINCE 1952

KENCO AT A GLANCE

OUR STORY

Kenco was founded in January of 1973 by Ken and Karen Brown and incorporated in 1974 as Kenco Enterprises, Inc. with Kennen R. Brown as President. Ken had a strong desire to own his own company and to treat customers the way he felt they should be treated. With Navy electronics training and 10 years of experience as an IBM service technician, Ken started Kenco Security and Technology and served as CEO through decades of steady growth.

In 2014, Kenco was acquired by its parent company, Fire Protection Service Inc., in the business of protecting customers through fire and security solutions since 1952. Today, we are still family owned and operated. Kenco continues to be locally operated through our six branches across Montana and Wyoming, led by Eric Garner, President; and Dirk Bauwens, Vice President of Business Development.

Kenco designs, sells, installs, and services commercial and residential burglar and fire alarm systems. Kenco's central station monitoring centers are among the few elite providers that have two 100% redundant, geographically diverse monitoring facilities. The Central Station monitoring facilities are UL listed, 5 Diamond Certified and IQ Certified.

In addition to alarm systems, Kenco designs, sells and installs access control systems, intercom systems, closed circuit television (CCTV) systems, central vacuum systems, whole house audio, home theater and structured wiring. Kenco's present position in the market place is very strong. By volume of monitored accounts, it is approximately three times the size of its nearest competitor. Kenco Security and Technology has offices in Billings, Bozeman, Helena, Great Falls, Kalispell and Cody, WY.

Kenco has earned a respected name in its region by installing quality solutions and providing excellent customer service.

OUR EXPERTISE

From design and installation to monitoring and maintenance, our team represents the most experienced fire and security professionals in the region. We provide a wealth of experience capable of providing expertise on residential and commercial projects of any scale. At each location we employ full-time, licensed, factory-trained technicians. Kenco works with the best manufacturers in the industry to provide you with the most reliable and easy-to-use products available. Our product lines provide the end-user with innovative, yet to easy-to use panels, sensors, and other critical devices. Our 24/7 security and fire alarm monitoring sets the standard in the industry. Above all, Kenco takes pride in protecting our customers, their families, businesses, and property while providing unparalleled customer service.

- Hundreds of years of collective experience across all of our locations
- Technicians certified in many products including Qolsys, 2GIG, Open Options, Vigilant, Bosch, Stanley Pac, Keri, Silent Knight, Honeywell, DMP, Fire Lite, FCI, Gamewell and Pelco.
- NICET-certified Technicians
- Guaranteed service 24/7

SCOPE OF WORK

Upgrade Alarm Control Panel
Add Power Supply
Add 2 Batteries
Add 4 Motion Sensors
Add Panic Button

Move Keypad

INVESTMENT

burg

QTY	Part #	Description
1	ADE-VISTA-20P	8 Zone Panel
2	BAT-1270	Battery (12v 7amp)
1	ALT-AL100UL	Power Supply, 16.5vac 13.9vdc@750ma
1	WBX-PPS1650	16VAC 50VA PS, GND, LED, PTC
1	ADE-5869	Wireless UI Hold Up Switch
4	ADE-5800PIR-RES	35 X 40 Wireless Motion Detector
1	RES-RE524X	Repeater/Transmitter, Replaces Re22-0t/4gt/4dt
1	ALA-ADC-SEM210-VT-VZ	SEM VISTA DUAL PATH US- VERIZON

Monitoring Services

Services: Monthly

Code	Description	Monthly Amt	Ext.Price
RMON	Monitoring	\$34.50	\$34.50
RMONCELL	Cellular Service	\$10.00	\$10.00

System Investment

Total Proposal Amount, Excluding taxes \$2,287.65

Recurring Services Total Monthly \$44.50
 Recurring Services Total Annually \$534.00

ACCEPTANCE OF PROPOSAL

SYSTEM TOTAL

\$2,287.65

Acceptance of proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted (subject to credit approval.) You are authorized to do the work as specified.

Progress Billing will be applied to this proposal.

Cascade County Atty security

Company

Date

Authorized Signature

Printed Name

Title

406-454-6915

Phone

Fax

jlivingston@cascadecountymt.gov

Email

Kenco Security - Great Falls

Company

Date

Authorized Signature

Printed Name

Title

406-771-1974

Phone

406-771-1577

Fax

debrab@kencosecurity.com

Email

TERMS AND CONDITIONS

1. The information given is warranted to be true and given for the purpose of obtaining credit. The applicant consents to the opening of an account. I / We authorize Fire Protection Service Corporation to review the company credit history and/or personal information as may be required in connection with the credit line hereby applied for or any renewal or extension thereof and to the disclosure of any trade information concerning the undersigned to any credit reporting agency or to any person with whom the undersigned has or proposes to have financial relations.
2. In the event credit privileges are extended, I / We agree that Fire Protection Service Corporation may, in its discretion, increase the credit limit from time to time on this account without notice. I / We agree and understand that I / We are liable for the full amount of all invoices, regardless of whether they exceed the credit limits on this account.
3. In the event credit privileges are extended I/We hereby give authorization to Fire Protection Service Corporation and its subsidiaries to obtain my (our) Credit Report Information/Duns & Bradstreet (credit report) through a credit reporting company chosen by Fire Protection Service Corporation. Credit report information will be retained on file at Fire Protection Service Corporation and that information will not be disclosed to anyone without my prior written consent.
4. In the event credit privileges are extended, I / We agree to pay Fire Protection Service Corporation within seven days of My / Our receipt of payment from the owner, general contractor, sub-contractor, or other party from whom payment is received. This payment term suspends My / Our duty to pay for a reasonable period of time to allow Me / Us to receive payment. This payment term does not create a condition precedent to payment and does not shift the risk of non-payment to Fire Protection Service Corporation.
5. I / We understand that in the event I/We receive discounted system equipment and wish to cancel services prior to agreement month term expiration that I/We are responsible for the balance of the contract due in full. In addition, I/We understand that a one-time installation/down payment must be collected prior to commencing installation and monitoring payments must be set up for automatic withdrawal and will be automatically deducted from the preferred payment method following installation.
6. All invoices are due and payable at **P.O. Box 12487 Ogden, Utah 84403.**

ACCEPTANCE OF PROPOSAL

7. I / We agree to pay interest charges on overdue accounts at the rate of 1.5% per month.
8. Merchandise will not be accepted for return unless authorized by Fire Protection Service Corporation by obtaining an "RMA" number from the branch.
9. **PROOF OF PURCHASE IS REQUIRED FOR ALL RETURNS**
10. Purchaser agrees to pay all costs of collection including state approved fees for all unpaid checks, substitute image documents, and/or credit or debit card transactions that are returned unpaid.
11. Should these terms not be honored on demand, and the matter placed in the hands of an attorney or collection agency, the undersigned shall pay all costs of collection, including reasonable attorney fees.
12. Pricing is valid for 60 days from the date listed in the signature block.
13. Failure to comply with these Terms and Conditions may result in cancellation of credit privileges without notice.
14. **I / WE AGREE THIS ACCOUNT WILL BE LITIGATED IN WEBER COUNTY, UTAH IF NEEDED.**

ALARM CONTACTS

account name Cascade County Atty security			
address 121 4th St No Ste 2A			
suite/apt #	city Great Falls	state MT	zip 59401
premise phone #			
email			

ACCOUNT CODE WORD:

full access (12) _____

limited (11) _____

notify only (10) _____

*Full access account code word will
override individual pin authority level.

AUTHORITY LEVELS:

- "12" These individuals can sign/cancel contracts, change contacts, code words and/or **change any account information**.
- "11" These individuals can only take the system on/offline, cancel/abort alarms, and get event history.
- "10" These individuals are only notified of an alarm, they **cannot** change account information, cancel/abort alarms, take the system on/offline.
- ECV (enhanced call verification) – Contact individual before dispatching authorities (burglar alarms only)

Contact information can be updated online through your customer portal or faxed to – **801.627.6272** or emailed to – **service@mountainalarm.com**

1. name	relation
phone #	type <input type="checkbox"/> home <input type="checkbox"/> cell <input type="checkbox"/> work
code word (individual PIN)	<input type="checkbox"/> ecv <input type="checkbox"/> keys
authority level <input type="checkbox"/> full access(12) <input type="checkbox"/> limited(11) <input type="checkbox"/> notify only(10)	

2. name	relation
phone #	type <input type="checkbox"/> home <input type="checkbox"/> cell <input type="checkbox"/> work
code word (individual PIN)	<input type="checkbox"/> ecv <input type="checkbox"/> keys
authority level <input type="checkbox"/> full access(12) <input type="checkbox"/> limited(11) <input type="checkbox"/> notify only(10)	

3. name	relation
phone #	type <input type="checkbox"/> home <input type="checkbox"/> cell <input type="checkbox"/> work
code word (individual PIN)	<input type="checkbox"/> ecv <input type="checkbox"/> keys
authority level <input type="checkbox"/> full access(12) <input type="checkbox"/> limited(11) <input type="checkbox"/> notify only(10)	

4. name	relation
phone #	type <input type="checkbox"/> home <input type="checkbox"/> cell <input type="checkbox"/> work
code word (individual PIN)	<input type="checkbox"/> ecv <input type="checkbox"/> keys
authority level <input type="checkbox"/> full access(12) <input type="checkbox"/> limited(11) <input type="checkbox"/> notify only(10)	

5. name	relation
phone #	type <input type="checkbox"/> home <input type="checkbox"/> cell <input type="checkbox"/> work
code word (individual PIN)	<input type="checkbox"/> ecv <input type="checkbox"/> keys
authority level <input type="checkbox"/> full access(12) <input type="checkbox"/> limited(11) <input type="checkbox"/> notify only(10)	

6. name	relation
phone #	type <input type="checkbox"/> home <input type="checkbox"/> cell <input type="checkbox"/> work
code word (individual PIN)	<input type="checkbox"/> ecv <input type="checkbox"/> keys
authority level <input type="checkbox"/> full access(12) <input type="checkbox"/> limited(11) <input type="checkbox"/> notify only(10)	

For Office Use Only: Customer: _____ System: _____ Updated By: _____ Date: _____ Verified By: _____ Date: _____

Customer # _____ Site # _____ System # _____ Job # _____ Online Date _____

1601 2nd Ave N, Ste #118 • Great Falls, MT 59401-
406-771-1974 • Fax

Office Reviewer _____

RMR Added _____

COMMERCIAL ALARM SYSTEM AGREEMENT

Date _____

AGREEMENT between FIRE PROTECTION SERVICE CORPORATION, a Utah corporation doing business as Mountain Alarm (Contractor), and the following described customer

Building Owner/Property Management

(Customer) _____

Billing Name _____
and Address: _____Service Name _____
and Address: _____

Email: _____

Email: _____

Billing Telephone: _____

Service Telephone: _____

Systems and Services: Customer hereby requests Contractor to install and provide the following alarm system and/or services at the address specified (the Premises). The system to be installed (the System) and services to be provided (the Services) are more fully described in the attached Schedule of Equipment and Service, and Contractor agrees to do so on the terms and conditions of this Agreement for the charges specified below:

Billing ☒ Monthly ☐ Quarterly ☐ Semi-Annually ☐ AnnuallyBilling ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually**Monitoring/Systems**☐ Fire \$ _____☒ Security \$ 34.50☐ Video \$ _____☐ Refuge \$ _____☐ Elevator \$ _____☐ Advanced Communication☒ Cell \$ 10.00

Cell type _____

☐ AES \$ _____☐ Other \$ _____

Other type _____

Alarm.com☐ Signal Forward \$ _____☐ Commercial \$ _____☐ Commercial + \$ _____☐ Commercial Video 8 \$ _____☐ Commercial Video 16 \$ _____☐ Access Control \$ _____☐ Other \$ _____**DMP**☐ DMP Cell \$ _____☐ DMP VKP \$ _____☐ Other \$ _____**Services**☐ Supervised Opening & Closing \$ _____Reports - ☐ Monthly ☐ Weekly \$ _____☐ Unsupervised Opening & Closing \$ _____Reports - ☐ Monthly ☐ Weekly \$ _____☐ Web Access \$ _____☐ Maintenance ☐ Full ☐ LO ☐ PO \$ _____☐ Guard \$ _____☐ Alarm Permit \$ _____☐ Chat \$ _____☐ Other \$ _____**Access**☐ Managed ☐ Cloud ☐ Blue Key \$ _____**Inspections**☐ Fire Alarm \$ _____☐ A ☐ S/A ☐ Q ☐ M \$ _____☐ Sprinkler Inspection \$ _____☐ A ☐ S/A ☐ Q ☐ M \$ _____☐ Fire Pump Inspection \$ _____☐ Kitchen Hood Inspection \$ _____☐ Backflow Inspection \$ _____☐ A ☐ S/A ☐ Q ☐ M \$ _____☐ Fire Hydrants \$ _____☐ Sensitivity Test \$ _____☐ Fire Extinguishers \$ _____☐ A ☐ S/A ☐ Q ☐ M \$ _____☐ Smoke Detector Cleaning \$ _____☐ A ☐ S/A ☐ Q ☐ M \$ _____☐ EM/Exit Lighting \$ _____☐ Dry System/Antifreeze \$ _____☐ A ☐ S/A ☐ Q ☐ M \$ _____☐ Other \$ _____☐ A ☐ S/A ☐ Q ☐ M \$ _____

Payment for Service: Customer agrees to pay Contractor \$44.50 per month for on-going monitoring, and/or other services indicated above, payable in advance commencing on the date installation is completed and continuing for the first 24 months of this Agreement. Customer further agrees that at any time following expiration of the first 24 months of this Agreement, Contractor may increase the on-going monthly charges specified above for the balance of the term and any renewal thereof. Such increase may be made no more frequently than once during any 12 month period. Customer agrees to pay the full amount of such increase that does not exceed a 15% increase over the previous 12 months' basic on-going charges. If Contractor increases the basic on-going charge by an amount greater than the 15% herein agreed to, Customer may terminate this Agreement upon written notice to Contractor within 15 days of notification of such increase.

Term, Renewal, and Expiration. This Agreement shall remain in force for an initial term of 36 months from the date the System is installed and becomes operative, or the date of execution of this Agreement, whichever is later. It shall be automatically renewed for consecutive terms of one year, unless one party gives written notice to the other at least 60 days prior to the end of the then current term of its intent to allow this Agreement to expire at the end of such term.

ADDITIONAL TERMS AND CONDITIONS:

1. **Limitation of Contractor's Liability.** It is understood that Contractor is not an insurer; that insurance, if any, is to be obtained by Customer independent of Contractor and this Agreement; and that the amounts payable to Contractor hereunder are based upon the value of the System and the Services and upon the scope of liability as herein set forth and are unrelated to the value of Customer's property or the property of others located at Customer's Premises. Contractor can give no assurance and makes no guarantee or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the System or Services supplied will avert or prevent burglary, fire, or other occurrences, or their related consequences, that the System Services are designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of the Contractor to perform any of its obligations hereunder. Customer does not desire this Agreement to provide for full liability of Contractor and agrees that Contractor shall be exempt from liability for loss, damage, or injury due directly to occurrences, or their related consequences, that the System or Services are designed to detect; that if Contractor should be found liable for loss, damage, or injury due to failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual charge for Services provided to the Premises or \$250.00 (whichever is greater) as the agreed upon damages and not as a penalty, as the exclusive remedy; and that the provisions of this para-graph shall apply if loss, damage, or injury regardless of cause or origin, results indirectly to person or property from the performance or nonperformance of obligations imposed by this Agreement or from negligence, active or otherwise, of Contractor, its agents or employees. No suit or action shall be brought against Contractor more than one year after the accrual of the cause of action thereof. It is further agreed that the limitations of liability expressed herein shall inure to the benefit of and apply to all shareholders, parents, and subsidiaries of Contractor and all other companies or persons affiliated with Contractor hereunder by assignment. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department or other organization may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization.

IF CUSTOMER WISHES CONTRACTOR TO ASSUME A GREATER LIABILITY HEREUNDER THAN SPECIFIED ABOVE, CUSTOMER SHALL NOTIFY CONTRACTOR OF THAT FACT AND CONTRACTOR SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE MAXIMUM LIABILITY ASSUMED AND THE ADDITIONAL AMOUNT PAYABLE BY CUSTOMER FOR THE ASSUMPTION BY CONTRACTOR OF SUCH GREATER MAXIMUM AMOUNT OF LIABILITY. SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED AS MAKING CONTRACTOR AN INSURER.

Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in the protected Premises, and for protecting against losses to his own property or the property of others in the protected Premises, Customer agrees to list Contractor as additional insured on all insurance policies in effect at the above Premises. If Customer does not so list Contractor as an additional insured, Customer shall indemnify and hold harmless Contractor, its employees and agents, from and against all claims, lawsuits, and losses, including attorney's fees, by persons not a party to this Agreement, relating to the System or Services provided under this Agreement.

2. **Limited Warranty.** If Customer has purchased the System from Contractor, Contractor warrants that the equipment of the System will be free from defects in material and workmanship for a period of 90 days from the date the System is placed into operation. If, during the 90-day period, any equipment proves to be defective, it will be repaired or replaced, at Contractor's sole option, free of charge. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from a defect) that occurred while the System was in possession of Customer, including damage resulting from accidents, acts of God, alteration, misuse, tampering, or abuse; (b) to defects resulting from Customer's failure to follow operating instructions properly; (c) to adjustments necessitated by misalignment of cameras, improper adjustment of monitor brightness and contrast tuning controls or insufficient light on an area viewed by a camera; and (d) to problems due to electrical power or telephone service outage. If Customer calls for service under this limited warranty and upon inspection by Contractor's representative it is found that one or more of the conditions described in the clause (a) through (d) led to the inoperability or apparent inoperability of the System, a charge will be made for the service call whether or not Contractor's representative actually works on the System. Should it be necessary to make actual repairs to the System due to conditions or circumstances not covered by this limited warranty, a charge will be made for such repairs at Contractor's then applicable rates for labor and material. Warranty service will be furnished by Contractor during its normal business hours, 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, holidays excluded.

THIS LIMITED EQUIPMENT WARRANTY DOES NOT APPLY TO ANY SECURITY SYSTEM OR EQUIPMENT LEASED BY CUSTOMER FROM CONTRACTOR. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING CONTRACTOR'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. CONTRACTOR SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY CONTRACTOR, NEGLIGENCE OF CONTRACTOR OR OTHERWISE.

3. **Entire Agreement.** This Agreement, including the provisions on the reverse side of this page and attached Schedule of Equipment and Service, constitute the entire agreement between the parties, and supercedes and replaces all other prior understandings or agreements, whether oral or written, relating to the Premises covered by this Agreement. In executing this Agreement, Customer is not relying on any advice or advertisement of Contractor. Customer agrees that any representation, promise, condition, inducement, or warranty, express or implied, not included in writing in this Agreement shall not be binding upon either party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing, signed by a duly authorized representative Contractor. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any purchase order or other document submitted by Customer. This Agreement shall not become binding on Contractor unless and until approved by a duly authorized representative of Contractor as Provided below.

4. **Miscellaneous Charges and Increases in Charges.** (a) Customer shall pay any federal, state, and local taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the Services provided for herein, including any increase in charges to Contractor for facilities required for transmission of signals under this Agreement.

(b) At Contractor's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Contractor or Customer is assessed any fine or penalty by any municipality or fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

(c) The monthly service charges for monitoring include telephone company line charges if required. Contractor may increase its monthly charge at any time to reflect any increase in line charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll charges incurred in the operation of the System.

(d) Installation charges set forth herein assume installation will be performed during Contractor's normal working hours and using its own personnel. If Customer requests this installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors because of Customer's requirements, the installation charge is subject to adjustment.

(e) If any government agency requires any changes in the System originally installed, Customer agrees to pay for the cost of any such changes.

(f) The prices stated herein for the System and Services to be provided are based upon the number and type of components, type of security, and service specified in the Schedule of Equipment and Service. Should Customer request or require additional equipment protection, security devices or services, the final contract price will be adjusted accordingly.

(g) Amounts payable to Contractor hereunder that are past due shall accrue interest at a rate of 18% per annum, compounded monthly.

5. Further Obligations of Customer. (a) Customer, at its own expense, shall supply appropriate uninterruptible AC electric power, outlets for such power, located according to Contractor's requirements, and telephone company interconnection jacks, if required.

(b) Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by Contractor, nor shall Customer permit the same to be done by others. If any work is required to be performed by Contractor, by Customer's breach of the foregoing obligations, Customer will pay Contractor for such work in accordance with Contractor's then current prevailing charges for labor and material.

(c) For those Premises where Contractor is to provide central station service, Customer shall furnish Contractor in writing a list of the names, title, residence addresses, phone numbers, and signatures of all persons authorized to enter the Premises of Customer during scheduled closed periods and shall be responsible for updating such list. In cases of supervised service, Customer shall also furnish Contractor with an authorized daily and holiday opening and closing schedule.

(d) Customer shall carefully and properly set the alarm System each night or at such other times as Customer shall close its premises. Customer shall carefully and properly test the alarm System prior to each closed period and shall immediately report to Contractor any claimed inadequacy in or failure of the System. Customer shall perform a daily walk test of any motion detection equipment used on the Premises.

(e) Customer shall permit Contractor access to the premises for any reason arising out of or in connection with Contractor's rights or obligations under this Agreement.

(f) Should any part of the System be damaged by fire, water, lightning, acts of God, or any cause beyond the control of Contractor, any repairs or replacement shall be paid for by Customer, ordinary wear and tear excepted.

(g) Any claim by Customer for improper installation or a defect in the System shall be made to the Contractor within 30 days after installation is completed.

(h) Customer represents and warrants that Customer is the owner of the Premises or, if not, that the owner thereof agrees and consents to the installation of the System on the Premises. Customer shall indemnify and hold Contractor harmless from and against any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Contractor's inability to recover leased system components where Customer moves out of the Premises.

(i) For those Premises where Contractor is to provide central station sprinkler supervisory and waterflow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Contractor's signalling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the Premises to be protected.

(j) For those Premises where closed circuit television equipment is provided, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide any necessary AC power supply where required as well as shelf or desk space for monitors.

(k) Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and / or transmitting equipment at Customer's Premises.

6. Further Obligations of Contractor; Limitations. (a) Contractor shall not be held responsible or liable for delay in installation of the System or interruption of Service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of Contractor, including interruptions in telephone service. Contractor will not be required to supply service to Customer while any such cause continues.

(b) For those Premises where monitoring service is provided, Contractor, upon receipt an alarm signal from Customer's Premises, shall make every reasonable effort to transmit the alarm promptly to the police or fire department having jurisdictions (except that, to avoid false alarms, Contractor retains the right, in its sole judgment, to first investigate the cause of such signal by either telephoning Customer or dispatching a representative to Customer's Premises to determine whether an emergency condition exists, warranting transmission of the signal to the police or fire department). Contractor shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received, unless instructed to do otherwise by Customer.

(c) In case of possible telephone line trouble detected by Contractor, Contractor shall contact the telephone company and request they determine the location of the trouble, if unknown to Contractor. When the trouble has been traced to a specific Customer, Contractor will make a reasonable effort to notify Customer or his designated representative. If any service or repair to Customer's equipment becomes necessary, Contractor shall, at Customer's request, dispatch a representative to Customer's premises for the purpose of making the necessary service or repair, which service or repair will be paid for by Customer at Contractor's standard rates unless covered by maintenance services provided by Contractor hereunder. It is understood that the telephone company is not the agent of Contractor, and Contractor shall not be liable for the telephone company's negligent performance or delay in performance.

(d) For those Premises where card access security is provided, Contractor assumes no responsibility or liability for lost or stolen credentials.

(e) For those Premises with a direct connection to the municipal police, fire department, or any other agency shown, it is mutually understood and agreed that signals transmitted hereunder will be monitored in municipal police and / or fire departments or other locations, and that the personnel of such municipal police and / or fire departments or other locations are not Contractor's agent, nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

(f) For those Premises where maintenance services are provided, Contractor will bear the expense of all ordinary maintenance and repair of the System due to normal wear and tear to the System. The expense of all extraordinary maintenance and repair due to alterations in Customer Premises, alterations of the System made at the request of Customer made necessary by changes in Customer's Premises, damage to the Premises or to the alarm system, or to any cause beyond the control of Contractor, shall be borne by Customer. Customer agrees to furnish any necessary electric current through Customer's meter and at Customer's own expense with an outlet within 10 feet of the System control panel. It is mutually agreed that the work of installation and Contractor's periodic inspections, repairs and tests of the System shall be performed between the hours of 8:00 am. and 5:00 p.m., exclusive of Saturdays, Sundays, and holidays. EXCLUSIONS: Maintenance on the following devices will be provided only on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices and (4) PROM (Programmable Read Only Memory). Maintenance service will not apply to any condition to which the equipment warranty specified in paragraph 2 does not apply. Contractor's obligation relates to the maintenance solely of the specific protection system owned by the Customer and described in this Agreement. Contractor is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of any device or devices of Customer of others not installed by Contractor. If Maintenance Agreement is not contracted for before the expiration of the limited warranty provided in paragraph 2, Contractor will provide maintenance service only after inspecting the System and making any necessary repairs or replacement to the System at a charge to the Customer for labor and / or material at Contractor's then prevailing rates.

7. Title to Equipment and Use of Leased Systems. Any equipment installed on Customer's premises that is leased from Contractor shall at all times remain solely the property of Contractor, and Customer agrees not to permit the attachment thereto of any equipment not furnished by Contractor. It is further understood and agreed that Contractor may remove or abandon said System, in whole or in part, upon termination of the lease by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises. Such removal or abandonment shall not be held to constitute a waiver of the right of Contractor to collect any unpaid charges that have accrued hereunder.

8. Termination. (a) Contractor may terminate this Agreement immediately upon written notice in the following circumstances: (i) if Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable, (ii) if Contractor's central station, the telephone line, wires, or Contractor's equipment at Customer's premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises, (iii) if Customer fails to follow recommendations made by Contractor for repair or replacement of defective parts of the System not covered under the limited warranty or maintenance service provided for therein, or if Customer's failure to follow operating instructions properly results in an undue number of false alarms, or if the premises in which the System is installed are so modified or altered after installation of the system as to render continuation of service impractical; and (iv) as provided in paragraph 9 relating to assignment.

(b) Customer may terminate this Agreement, in the following circumstances: (1) immediately upon written notice, if Customer's Premises are, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such Premises; (li) as provided on the front page relating to expiration; or (iii) as provided on the front page relating to price increases.

(c) Should Customer default in the payment of his account, Customer shall be responsible for the payment of all fees, including reasonable attorney fees incurred by Contractor in the collection of Customer's account. If there is no agreement or provision of law for a different rate, the interest on money shall be at the rate of eight percent per annum, compounded annually.

(d) Upon termination of this Agreement, Customer shall permit Contractor access to Customer's premises in order to deactivate any telephone line signalling device.

9. Assignment. This Agreement is not assignable by Customer except upon prior written consent of Contractor, however this Agreement is assignable by Contractor without prior written consent of Customer.

10. Maintenance Plan. Full Maintenance Plan covers normal wear and tear of existing parts/equipment, including factory defective parts/equipment, with an exact or better replacement and the labor costs associated with installation. Parts Only Maintenance Plan covers normal wear and tear of existing parts/equipment, including factory defective parts/equipment, but does not cover labor charges which will be incurred at the standard applicable rate. Labor Only Maintenance Plan does not cover any parts/equipment, including factory defective parts/equipment, but does cover labor costs associated with repair and/or installation of parts which will be charged at the standard applicable cost.

YOU EXPRESSLY AUTHORIZE FIRE PROTECTION SERVICE CORPORATION AND ITS AFFILIATES TO CALL OR TEXT YOU AT THE TELEPHONE NUMBER(S) (INCLUDING CELL PHONE NUMBER(S)) PROVIDED REGARDING THIS ACCOUNT AND ADDITIONAL OFFERS, PRODUCTS OR SERVICES OR OTHER INFORMATION USING AN AUTOMATED DIALER OR A PRERECORDED OR ARTIFICIAL VOICE. YOU UNDERSTAND THAT YOU ARE NOT REQUIRED TO GIVE THIS AUTHORIZATION AS A CONDITION OF SUBSCRIBING TO THE SERVICES. MESSAGE AND DATA RATES MAY APPLY. CUSTOMER'S INITIALS _____

Customer hereby acknowledges that he or she has read and understands this entire Agreement.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. (RESIDENTIAL CUSTOMERS ONLY)

FIRE PROTECTION SERVICE CORPORATION

Customer

Written by Debra Burns

By (Print Name) _____

Approved and accepted by Fire Protection Service Corporation

By _____

Signature _____

Title _____

Date _____

Title _____

Date _____

NOT BINDING ON CONTRACTOR WITHOUT APPROVAL BY A DULY-AUTHORIZED REPRESENTATIVE OF FIRE PROTECTION SERVICE CORPORATION.

Notes (Internal Office Use Only):

Certificate Of Completion

Envelope Id: CF10F70EDAEC40B69773AF5B1BF07370
 Subject: "Mountain Alarm" - Request for Review - 82950-1-0, Cascade County Atty security
 Source Envelope:
 Document Pages: 9 Signatures: 0
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent

Envelope Originator:
 eSign
 4155 Harrison Blvd
 Ogden, UT 84403
 esign@mountainalarm.com
 IP Address: 207.173.153.4

Record Tracking

Status: Original Holder: eSign
 11/13/2020 11:11:02 AM esign@mountainalarm.com

Location: DocuSign

Signer Events

Customer
 jlivingston@cadecountymt.gov
 Security Level:
 .Email
 11/13/2020 12:29:49 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/13/2020 12:30:02 PM
 ID: e6dd9ec1-fde7-42b9-b40f-2356a576be58

Debra Burns
 debrab@kencosecurity.com
 Security Level: In Session

Electronic Record and Signature Disclosure:
 Accepted: 10/23/2020 2:05:15 PM
 ID: 50d257ec-9b00-456d-b33a-c8ccf0b32a0c

Office Reviewer
 kbdocs@kencosecurity.com
 Security Level: In Session

Electronic Record and Signature Disclosure:
 Accepted: 10/26/2020 11:48:22 AM
 ID: 5747f3fb-28b9-45c9-b85d-848de859813d

Bonnie Thornock
 bthornock@mountainalarm.com
 Security Level: In Session

Electronic Record and Signature Disclosure:
 Accepted: 10/28/2020 11:14:50 AM
 ID: d02c2e71-88a7-45b5-8042-0c0841d933b3

Scott Sessions
 ssessions@mountainalarm.com
 Security Level: In Session

Electronic Record and Signature Disclosure:
 Accepted: 10/30/2020 10:29:10 AM
 ID: ad5579fe-330e-4bee-8daf-4eab3919c489

Signature

Timestamp

Sent: 11/13/2020 11:11:04 AM
 Viewed: 11/13/2020 12:30:02 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Contracts Team

contracts@mountainalarm.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/29/2019 2:14:22 PM

ID: 7e847f4d-a7eb-4b67-9876-790dcc2ab231

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

11/13/2020 11:11:04 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Fire Protection Service Corp (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Fire Protection Service Corp:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: aallen@mountainalarm.com

To advise Fire Protection Service Corp of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at aallen@mountainalarm.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Fire Protection Service Corp

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to aallen@mountainalarm.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Fire Protection Service Corp

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to aallen@mountainalarm.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Fire Protection Service Corp as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Fire Protection Service Corp during the course of my relationship with you.

November 24, 2020

Contract 20-191

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Experience Works Volunteer Contract with CCSO

INITIATED & PRESENTED BY: Lisa Mosley
Cascade County Sheriff's Office

ACTION REQUESTED: Approval of Contract 20-191

BACKGROUND:

The Cascade County Sheriff's Office and Experience Works is entering into an agreement for the purpose of joint engagement in the Senior Community Service Employment Program (SCSEP), under which a participant, Kari Lamb, receives training in a community service assignment while actively pursuing unsubsidized employment outside of SCSEP. CCSO agrees to provide meaningful training and work experience to Kari Lamb in exchange for federally subsidized hours for community service. CCSO further agrees to support SCSEP objectives and will consider hiring Kari Lamb in permanent employment positions if a vacancy arises. CCSO will acknowledge that Experience Works may resign Kari Lamb at any time in accordance with SCSEP rules, regulations and policies. There is no cost to CCSO.

TERM: Either party may terminate this agreement at any time upon notification.

AMOUNT: \$0

RECOMMENDATION: Approval of Contract 20-191

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-191, the Agreement between Cascade County Sheriff's Office and Experience Works.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-191, the Agreement between Cascade County Sheriff's Office and Experience Works.

20191



SCSEP HOST AGENCY AGREEMENT

State MTCounty CASCADE

Name of Host Agency CASCADE COUNTY		Host Agency Type <input type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> 501(c)(3)	
Mailing Address 325 2ND AVE NORTH room 111	City GREY FALLS	State MT	Zip 59401
Physical Address same as above	City	State	Zip
Telephone 406/454-6810	Fax	Email bfgerty@cascadecountymt.gov	FEIN 81-6001343

A. PURPOSE: Host Agency and Experience Works enter into this Agreement for the purpose of joint engagement in the Senior Community Service Employment Program (SCSEP), under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment outside of SCSEP. Host Agency agrees to provide meaningful training and work experience to SCSEP participant(s) in exchange for federally subsidized hours of participant(s) assigned to Host Agency by Experience Works for community service. Host Agency further agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment position(s), if a vacancy arises. Host Agency acknowledges that Experience Works may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies.

B. HOST AGENCY RESPONSIBILITIES: Host Agency specifically agrees to:

- 1. Training Assignment:** Provide training and direct supervision to participant(s) during community service assignments commensurate with his/her assessed abilities and skills. Assist Experience Works in developing training for participant(s). A description of assignment, duties, responsibilities, and training schedule, including hours per week, timeline and anticipated completion date shall be attached and incorporated herein. Coordinate any changes in training duties or responsibilities with Experience Works. All participants must be trained at the host agency's worksite; no participant may work from home. Training assignments must be approved and authorized by Experience Works before the participant(s) starts the assignment.
- 2. Schedule and Authorized Hours:** Assure participant schedule(s) complies with number of hours authorized and specified in participant training assignment. The participant(s) is normally permitted to train 18 to 20 hours per week, unless more or less hours are authorized in advance by Experience Works. Host Agency shall not permit participant(s) to perform community service for any hours not in accordance with those expressly authorized by Experience Works or to volunteer hours. In the event that the Host Agency permits participant(s) to perform community service exceeding authorized hours, or to return to community service training assignment after being on Leave without Pay (LWOP) for more than thirty (30) days without prior authorization from Experience Works or past the participant's termination date, Host Agency shall compensate participant(s) for such time. Host Agency understands that to be eligible for SCSEP, participant(s) must be unemployed; therefore, Host Agency agrees and shall not place participant(s) on its payroll except upon permanent employment. To the extent permitted by applicable law, Host Agency agrees to release Experience Works from liability for all wages, conduct, occurrences, or injuries that occur either on Host Agency premises or in connection with the Host Agency but are outside of authorized participant schedule(s) or scope of training assignment.
- 3. Training and Performance Evaluations:** Provide participant(s) with orientation, day-to-day direct supervision, instruction, and training at no cost to Experience Works (other than for subsidized hours performed by participant(s)). Follow policies, procedures, and practices established by Experience Works for the operation of SCSEP, including those in SCSEP Calendar Handbook, as well as any applicable SCSEP regulations. Meet with Experience Works representatives at least twice annually to discuss participant(s) performance and Host Agency responsibilities. Immediately report participant performance problems, failure to follow training schedule, leave without pay (LWOP) or unexcused absence, and any other similar matters. Immediately notify Experience Works of change of Host Agency participant supervisor.
- 4. Time, Attendance and Supervision/In-kind Reporting:** The Host Agency supervisor is responsible for the accuracy of the final time sheet's reported hours and signatures and for faxing or mailing the time sheet timely to Experience Works. Participant(s) and Host Agency supervisor must initial corrections to time sheets and sign the time sheet(s) in ink. The Host Agency also agrees to be trained upon and adopt new procedures associated with the reporting of participant time and host agency in-kind hours. Report each pay cycle on participant time sheets a true and accurate statement of hours of participant supervision. Other costs contributed to SCSEP by Host Agency will be reported on a Non-Federal Contribution Form semi-annually. Host Agency understands that inaccurate time and attendance and supervision hours may be a violation of False Claims Act, 31 U.S.C. §3729.
- 5. Communication:** To facilitate and optimize timely communication between and among Experience Works, a participant and Host Agency, the Host Agency agrees to maintain a high speed internet connection with functioning email or a fax machine in good working order to both receive and send participant time records from and to a designated fax number. "Good working order" means ensuring that the document output settings are correct so the fax is readable to Experience Works for timely processing of participant time records for payroll purposes. Host Agencies are however, required to have an email address so Experience Works can communicate updates electronically.
- 6. Relationship between Host Agency and Participant:** Understand and accept that training with Host Agency is a short-term training opportunity for participant(s), not a job, and that participants are not employees of either Experience Works or Host Agency. Treat participants accordingly, and remind them of this relationship in the event that any confusion arises.
- 7. Equipment and Supplies:** Furnish any tools, equipment, supplies, and safety training and equipment, and preparation and training required to perform participant's assignment with the Host Agency at no cost to Experience Works.
- 8. Physical Exam/Health Screening / Supportive Services:** If possible and permitted by Host Agency policy, (1) refer participants to community agencies and partners for an annual health screening for participant(s), at reduced or no cost, if requested by participant(s), and (2) assist in providing supportive services (including, for example, uniforms, badges, job-related counseling, dependent care, etc.) to participant(s) as needed to carry out their community service training assignment.
- 9. Safe Training Site / Accidents:** Provide participant(s) with a training site that is safe, healthful, free of drugs and alcohol, and follow all laws governing workplace safety. Immediately report all assignment-related accidents by contacting Experience Works within 24 hours, completing a supervisor's accident report, and providing all requested follow-up.
- 10. Experience Works Training / Participant Job Search Activities:** Permit participant(s) to attend meetings and training required or provided by Experience Works. If permitted by Host Agency policy, assist with transportation or travel reimbursement for participant(s). Host Agency will be expected to attend Experience Works training sessions. Support participant(s) job search activities by permitting leave for interviews, providing referrals, references, and, if possible, job offers.

SCSEP HOST AGENCY AGREEMENT PART TWO

- C. NONDISCRIMINATION:** Host Agency shall comply with all Federal and state nondiscrimination laws and shall not subject participant(s) to discrimination based on age, race, color, religion, sex, national origin, disability, veteran status, political affiliation, or any other basis prohibited by law. Host Agency shall make any accommodations required by the Americans with Disabilities Act, 42 U.S.C. §12101, and adhere to confidentiality requirements of the Act. Host Agency shall immediately report all participant requests for disability accommodation, or any complaints of discrimination or harassment to Experience Works. This provision is not intended to create third party beneficiaries or confer contractual rights on any third party.
- D. DRIVING AS PART OF THE ASSIGNMENT:** No participant is authorized to drive as part of his or her assignment without the approval of Experience Works. If participant duties include driving a vehicle owned or operated by Host Agency, Host Agency shall maintain automobile liability insurance in the amount of at least \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 per accident for property damage (or a combined single limit of at least \$300,000) covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by Host Agency. Applicable statutes will govern the limits of liability for Federal, state, and local government Host Agencies.
- If the participant drives his or her own vehicle as part of his or her assignment duties, the participant must maintain automobile liability insurance in the amount of at least \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 per accident for property damage (or a combined single limit of at least \$300,000) covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by the participant. The Host Agency shall also reimburse mileage if the participant drives his or her own vehicle in the performance of a training assignment.
- E. PRIVACY ACT:** All participant(s) records are subject to the Privacy Act, 5 U.S.C. § 552a, and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.
- F. RECORDS RETENTION AND ACCESS:** Host Agency shall maintain all records, including original or copies of participant(s) time sheets, relating to this Agreement for a period of four years. Host Agency shall retain original participant(s) time sheets if faxed to Experience Works for payment. Experience Works or the U.S. Dept. of Labor, through any authorized representative, shall have access to and the right to examine all records related to this Agreement.
- G. MAINTENANCE OF EFFORT / NEPOTISM / POLITICAL PATRONAGE AND ACTIVITIES:** Assignment of participant(s) shall not displace existing workers or decrease existing contracts for services, including partial displacement by reducing hours or employment benefits, laying off, or requiring participant(s) to perform work of persons on layoff, or result in substituting federal funds for other funds in connection with work that would otherwise be performed. Participant(s) shall not be assigned to a Host Agency where a member of participant's family is engaged in a decision-making capacity, whether paid or unpaid, at the Host Agency. Host Agency shall not favor or discriminate against a participant(s) based on political affiliation. Participant(s) shall not be permitted to engage in partisan or non-partisan political activities during training assignment hours. A notice explaining the allowable and unallowable political activities under the Hatch Act must be posted in every workplace where SCSEP activities are conducted.
- H. LIABILITY OF RESPECTIVE PARTIES:** Experience Works does not conduct criminal background checks on participants, nor does it agree to indemnify or accept any responsibility or liability therefore. Host Agency agrees that Experience Works' evaluations and assessments of participants are not designed to ascertain criminal background information. Host Agency is solely responsible for investigating participant background and payment of any associated cost. Participants further are not employees or agents of Experience Works or Host Agency, and neither Experience Works nor Host Agency is responsible for their conduct, acts or omissions. Each party shall be solely responsible for the acts or omissions of its employees and/or agents under this contract subject to the limitations set forth in applicable laws, but will not be responsible for the acts or omissions of the other parties' public officers, employees and/or agents. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between the parties or between officers, agents, and/or employees of any party with any of the other parties.
- I. TERMINATION:** Either party may terminate this Agreement at any time for any reason upon notification to the other party. Host Agency may reject or request the removal of any participant at any time for any lawful reason upon written notification to Experience Works.
- J. AMENDMENT:** Any amendment, modification, or addendum to this Agreement, including changes or modifications to Training Assignment(s), must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to Host Agency or any changes being performed.

My signature acknowledges that I understand and agree to the terms of this Agreement and that I have received orientation.

HOST AGENCY REPRESENTATIVE'S NAME AND TITLE	SIGNATURE	DATE
EXPERIENCE WORKS REPRESENTATIVE'S NAME AND TITLE MARDI MILLIGAN, ETC	SIGNATURE	DATE

November 24, 2020

Contract 20-192

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: CGI Communications
2020 County Video Program

INITIATED & PRESENTED BY: Commissioner Briggs

ACTION REQUESTED: Approval of Contract 20-192

BACKGROUND:

CGI Communications provides a video showcase for Cascade County at no charge via this contract. Cascade County has utilized this free service since 2010. CGI is a Premier Corporate member of NACo and provides this service to all NACo members.

As a part of this service they send a videographer to Great Falls to work with us to film our area to provide footage to produce a series of promotional videos that we control the content on. CGI then provides scripts, voice over services and editing to produce the final products.

Each time we renew the contract, CGI repeats the process so that we can refresh any of the videos we desire to change. Cascade County's obligation to CGI is limited to providing a link to the video showcase on the front page of our county web site and providing a letter of introduction to local businesses introducing CGI.

CGI in turn sells advertising on their website surrounding an imbedded display of the selected Cascade County Video that is playing. Since the video is playing on the CGI site, it represents no security vulnerability to Cascade County.

RECOMMENDATION: Approval of Contract 20-192 so the County can retain this free service that allows us to market Cascade County in a positive light at no cost to the county.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-192, an agreement with CGI Communications for the 2020 County Video Program that markets Cascade County.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-192, an agreement with CGI Communications for the 2020 County Video Program that markets Cascade County.



2020 County Video Program

Name: Joe Briggs

Title: Commissioner

Address: 325 2nd Ave. North, #111

City, State, Zip: Great Falls, MT 59401

Phone: 406-454-6815

Email: jbriggs@cascadecountymt.gov

Website: www.cascadecountymt.gov

This agreement is between CGI Communications, Inc. ("CGI") and the County of Cascade (the "County") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved County Video Program is made available for viewer access on different devices via a link on the www.cascadecountymt.gov homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- ☐ CGI shall keep current video content on County website. County can update video content at any point during 3 year agreement with subject matter that includes but is not limited to: Welcome and 9 additional videos
- ☐ Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- ☐ Provide script writing and video content consultation
- ☐ Send a videographer to County locations to shoot footage for the videos
- ☐ Reserve the right to use still images and photos for video production
- ☐ Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- ☐ Provide a final draft of County Video Program content subject to County's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- ☐ Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- ☐ Store and stream all videos on CGI's dedicated server
- ☐ Feature business sponsors around the perimeter of video panels
- ☐ Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- ☐ Facilitate viewer access of the County Video Program from County website, including any alternate versions of County's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.cascadecountymt.gov website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "County Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- ☐ Grant the County a license to use CGI's Line of Code to link to and/or stream the videos
- ☐ Own copyrights of the master County Video Program
- ☐ Assume all costs for the County Video Program
- ☐ Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

During the term of this Agreement, the County shall:

- ☐ Provide a letter of introduction for the program on County's letterhead
- ☐ Assist with the content and script for the County Video Program
- ☐ Grant CGI the right to use County's name in connection with the preparation, production, and marketing of the Program
- ☐ Display the "Coming Soon" graphic link prominently on the www.cascadecountymt.gov homepage within 10 business days of receipt of HTML source code
- ☐ Display the "County Video Program" link prominently on its www.cascadecountymt.gov homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- ☐ Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- ☐ Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the County Video Program only
- ☐ Agree that the County will not knowingly submit a photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. In the event of a dispute, the parties consent to venue in the Eighth Judicial District for Cascade County. The parties shall bear their own costs and attorney fees in the event of a dispute under this Agreement. County warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this Agreement.

County of Cascade, MT

CGI Communications, Inc.

Signature:

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing and Acquisitions

Date:

Date: September 1, 2020



130 East Main Street, 5th Floor
Rochester, NY 14604

Phone: 800.398.3029
Fax: 585.653.7393

November 24, 2020

Resolution 20-66

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Increase the budget authority in Fund 4070 to replace City County Health Department Rooftop Units

INITIATED & PRESENTED BY: Trisha Gardner, Health Officer

ACTION REQUESTED: Approval of Resolution 20-66

BACKGROUND:

The City County Health Department has received bids to have two rooftop units replaced. The current budget was based on costs of replacement units from a few years ago. The appropriation in Fund 4070 Health Dept. Capital Reserves needs to be increased by \$6,500 to cover price increases and complete the project. Total project cost is estimated at \$19,752.

AMOUNT: \$6,500.00 increase appropriation

RECOMMENDATION: Approval of Resolution 20-66.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Resolution 20-66: Utilizing capital reserves to increase the budget authority in Fund 4070 in the amount of \$6,500 to complete the purchase of two rooftop units.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution 20-66: Utilizing capital reserves to increase the budget authority in Fund 4070 in the amount of \$6,500 to complete the purchase of two rooftop units.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
HEALTH CAPITAL RESERVE FUND #4070**

RESOLUTION 20-66

WHEREAS, the Commission passed Resolution 19-53 Adopting the Final Budget for FY2020 on September 3, 2019 as per MCA 7-6-4020 for all funds including Fund #4070 Health Capital Reserve; and

WHEREAS, current prices to replace the HVAC units are higher than anticipated which requires additional appropriation; and

WHEREAS, a budget amendment is necessary to increase expenditures in Fund #4070 Health Capital Reserves in the amount of \$6,500 which is offset by existing cash reserves; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 24th Day of November, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JAMES L. LARSON, CHAIRMAN

JANE WEBER, COMMISSIONER

JOE BRIGGS, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

REQUEST FOR BUDGET APPROPRIATION

Attachment A

Date: 11/16/2020

To: Cascade County Board of Commissioners

Program Name: Health Capital Reserve

CFDA #

Contract #

Responsible Department: CCHD

Prepared by: Joey McDermand

Please approve the following budget changes:

	<u>Fund</u>	<u>Dept</u>	<u>Function</u>	<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>			
<u>Expenses</u>										
Acct #	4070	-	216	-	D0100	-	900.940	13,300	6,500	19,800
Acct #		-		-		-			0	0
Acct #		-		-		-			0	0
Acct #		-		-		-			0	0
								13,300	6,500	19,800
<u>Revenues</u>										
Acct #		-		-	33.1000				0	0
Acct #		-		-				0	0	0
								0	0	0

Explanation of budget changes:

Bid came in higher than budgeted amount pulling from cash reserve.

Changes authorized by:

Department Head Signature or
Elected Official Signature

Date

11/16/20

Budget Officer

Date

11/16/2020

Trisha Gardner

Print Name



Budget Performance Report

Fiscal Year to Date 11/16/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 4070 - Health Capital Reserve										
REVENUE										
Department 000 - Revenue										
37										
37.1010	Interest Earnings	.00	.00	.00	.00	.00	46.04	(46.04)	+++	643.37
37 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.04	(\$46.04)	+++	\$643.37
Department 000 - Revenue Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.04	(\$46.04)	+++	\$643.37
REVENUE TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.04	(\$46.04)	+++	\$643.37
EXPENSE										
Department 216 - Health Department										
Function D0100 - Public Health - Federal Funds										
900										
900.940	Machinery & Equipment	13,300.00	.00	13,300.00	.00	.00	.00	13,300.00	0	.00
900 - Totals		\$13,300.00	\$0.00	\$13,300.00	\$0.00	\$0.00	\$0.00	\$13,300.00	0%	\$0.00
Function D0100 - Public Health - Federal Funds Totals		\$13,300.00	\$0.00	\$13,300.00	\$0.00	\$0.00	\$0.00	\$13,300.00	0%	\$0.00
Department 216 - Health Department Totals		\$13,300.00	\$0.00	\$13,300.00	\$0.00	\$0.00	\$0.00	\$13,300.00	0%	\$0.00
EXPENSE TOTALS		\$13,300.00	\$0.00	\$13,300.00	\$0.00	\$0.00	\$0.00	\$13,300.00	0%	\$0.00
Fund 4070 - Health Capital Reserve Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	46.04	(46.04)	+++	643.37
EXPENSE TOTALS		13,300.00	.00	13,300.00	.00	.00	.00	13,300.00	0%	.00
Fund 4070 - Health Capital Reserve Totals		(\$13,300.00)	\$0.00	(\$13,300.00)	\$0.00	\$0.00	\$46.04	(\$13,346.04)		\$643.37
Grand Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	46.04	(46.04)	+++	643.37
EXPENSE TOTALS		13,300.00	.00	13,300.00	.00	.00	.00	13,300.00	0%	.00
Grand Totals		(\$13,300.00)	\$0.00	(\$13,300.00)	\$0.00	\$0.00	\$46.04	(\$13,346.04)		\$643.37



Trial Balance Listing

Through 11/16/20
Detail Balance Sheet Listing
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund 4070 - Health Capital Reserve						
101.000	Cash	44,970.19	46.04	.00	45,016.23	44,630.81
260.200	Assigned Fund Balance	(44,970.19)	.00	.00	(44,970.19)	(44,326.82)
	Fund Revenues	.00	.00	46.04	(46.04)	(303.99)
	Fund 4070 - Health Capital Reserve Totals	\$0.00	\$46.04	\$46.04	\$0.00	\$0.00
	Grand Totals	\$0.00	\$46.04	\$46.04	\$0.00	\$0.00

McDermand, Joanna

From: Payne, Leslie
Sent: Tuesday, October 27, 2020 10:46 AM
To: Swartz, Melanie M.; Gardner, Trisha
Cc: McDermand, Joanna; Curtis, Roy L.
Subject: Rooftop Units

All,

We have finally gotten all our bids back, on the last two rooftop units, these units have went up in price since three years ago when we were replacing them. I believe you budgeted \$13,300.00. We are at \$19,752.00, to replace both units now. Is this going to be a problem, or will we be able to move forward with this?? Thanks



Les Payne

Public Works Director
279 Vaughn S. Frontage Road
Great Falls, Montana 59404
(406) 454-6920 office
(406) 788-0716 cell
lpayne@cascadecountymt.gov

November 24, 2020

Agenda #1

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Great Falls Transit Board Appointment**

PRESENTED BY: **Commission**

Great Falls Transit Board

<u>Applicants</u>	<u>Vacancy (1)</u>	Term Expiration: November 30, 2024
Len Nopen	_____	(New Applicant)
Shyla Patera	_____	(Requesting Re-Appointment) (1 st Appointment Date: 4/25/2017)

Synopsis

One County Appointment
(Term Expires: November 30, 2024)

Cascade County has been accepting applications for one County appointment to serve on the Great Falls Transit District Board. The successful applicant will serve a four year term to the Great Falls Transit Board.

The Board consists of five members, three elected, one appointed by the Cascade County Commission and one appointed by the City Commission. The Board is responsible for determining an appropriate mill levy, preparing and presenting a budget and overseeing all aspects of the District, including operations, maintenance and administration.

Meeting are held at the main transit facility, 3905 North Star Boulevard, the fourth Wednesday of each month at 7:00 p.m. Contact the County Commission Office @ 454-6810 for additional information.

Posted October 15, 2020



CASCADE COUNTY BOARD APPLICATION



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 9-29-20

NAME Len Nopen

TELEPHONE (Home) 390 8258 (Work) 590 4078 (E-Mail) lenopen@yahoo.com

CURRENT ADDRESS 622 13th Ave So. B1 - Great Falls, MT 59405

Previous Public Experience (Elected or Appointed) N/A

Previous Volunteering or County Boards Quality Life Concepts, Sons of Norway, MT Developmental Disabilities Council

Current Volunteering or County Boards Same as above, I also volunteered at GF Library,

Current Employer Retired

Education Attended Special Ed for most of my life then attended Vo-tech Center, Graduated from

Please indicate which of the following Boards/Trustee positions you are interested in. Special Ed.
Mark 1st, 2nd, 3rd choices below.

- | | | |
|---|---|---|
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input checked="" type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input checked="" type="checkbox"/> <u>Great Falls Transit</u> | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input checked="" type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

I have been riding GF Transit since it first started & ever since then, I had come up with ideas on how to improve

over

bus system I think I can help Board on improvement,
I am disabled with Cerebral Palsy but can walk, am
very smart & I also think you need a person like
myself to be on board.

2. I also would like to be on library board,

As a volunteer there, I see improvements
& etc that can be improve like remodeling
bathrooms, having more spaces for books, like
Westerns in one section & putting signs up
for them, all of books like Walmart does so people
can see where certain books are instead of numbers
& letters that's on the wall.

3. I like flying so I think I can help
airport board with improving airport.

Like having more planes like Southwest,
Frontier which I know it's only summer use
but should be all year long, & even a Canadian
plane going from GF to Calgary, Edmonton & etc
instead of going to SL & Denver & up to Canada.

The most interested I'm in now is being
a board member for GF Transit. I understand
a vacancy will come open end of Nov. All other
boards are good too, but this I think I would
be interested in transit for now.



CASCADE COUNTY BOARD APPLICATION

Cascade County Commissioners
RECEIVED
NOV 05 2020



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(Please Print or Type)

Date 11-5-2020

NAME

Shylia Patera

TELEPHONE (Home)

406 452-9834

(Work)

(Cell) 406

(E-Mail)

SPATERA@

CURRENT ADDRESS

1013 7th Avenue NW

791-1885

NCPLS.DIG

Previous Public Experience (Elected or Appointed)

Neighborhood #2 TAC

Chair, LOC LT PC

Previous Volunteering or County Boards

See above

Current Volunteering or County Boards

Board of Transit

Current Employer

NCPLS 1120 25th Avenue NE

Black Eagle MT 59414

Education

Bachelor of Arts Montana State

Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.

- | | | |
|---|---|---|
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| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
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